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The Solicitors' Journal and Reporter.

LONDON, MARCH 10, 1888.

CURRENT TOPICS.

A TRANSFER of one hundred actions to Mr. Justice KEKEWICH is in course of preparation, with the intention that it shall be completed and made public before the courts rise for the Easter Vacation, and shewn in the list for the Easter Sittings.

WE UNDERSTAND that a committee of the Council of the Incorporated Law Society has been sitting on the Land Transfer Bill during the past week, and it is likely that a report will soon be issued. Probably, however, this will not be done till after the conference with the delegates from the provincial law societies, which has been fixed for the 14th inst. It is understood that the delegates have been invited to dine with the president of the society on the evening of the 14th. As the conference is likely to be largely attended, it would facilitate business if the committee now sitting could frame a series of resolutions for submission to the meeting, otherwise much valuable time might be lost in comparatively aimless discussion. We may, perhaps, be permitted to add that unless the conference is open to the press, like the general meetings of the society, a great deal of its influence on the authorities and the public will be lost. Landowners are not so indifferent to the opinion of solicitors as seems to be supposed in certain quarters, and it will be well to let them know what solicitors as a body think of the Land Transfer Bill.

PENDING, we presume, a formal report by the Committee of Council of the Incorporated Law Society on the Land Transfer Bill, a very valuable series of "Observations" on the Bill has been issued by "A Member of the Council," whose identity will, we imagine, be an open secret to those who followed the discussions on last year's Bill. The pamphlet is particularly well-timed, inasmuch as it will afford to those who take part in the forthcoming conference a clear and comprehensive guide to the new edition of the Bill. Our only regret is that, so far as appears, the pamphlet will not be available for lawyers and laymen outside the society; we think it ought to be placed on sale, and extensively circulated among the members of both Houses of Parliament. We shall probably from time to time have occasion to refer to the suggestions and criticisms contained in the detailed explanation of the contents of the Bill, but we desire at present to draw particular attention to the statement of the objections to compulsory registration of title with which the pamphlet opens. We think they have seldom been better or more tersely expressed. The House of Lords can hardly be indifferent to the following statement of the conclusions from reasons previously given:—"The Bill will effect every landowner throughout the country, and will involve him or his next successor in serious expense, and a possibility of danger to his title. The sole reason put forward for this measure is the public convenience, which is assumed to be

sufficient to justify the Legislature in compelling the adoption of the new system by even unwilling landowners; and yet the cost of first registration and of insuring against possible mistakes of the Government officials is to be thrown, not upon the public, in whose assumed interest the Bill is promoted, but upon the landowners, who, as the promoters of the Bill admit, are so little convinced of the advantages of the system that they would not adopt it unless compelled to do so!" And it may be thought that the observations which follow as to the effect of compulsory registration in hampering small transactions will not be without effect on a widely different class of legislators. We think that the author might have mentioned the fact that the Building Societies' Association, who ought to know the effect of the Bill on these transactions, and who have expressly declared themselves to be in favour of "any simple and effective system of registration of titles," unanimously resolved in December last (*ante*, p. 113) that "it is feared that, in all dealings with small properties [under last year's Bill], great delay must be expected, and that, for many years to come, the cost of such transactions will be considerably increased."

THERE ARE still fifteen days of the Hilary Sittings remaining and already there are signs that the chancery judges, except, of course, Mr. Justice KEKEWICH, are about to exclude witness actions from their daily papers, and to confine their attention exclusively to interlocutory business for the rest of the time. Taking into account the fifteen days on which Mr. Justice STIRLING was absent from illness, the days on which the four senior chancery judges have sat have aggregated 197, and on about two-thirds in number of those days it should be expected they would have heard witness actions. On looking through the daily lists it appears that Mr. Justice KAY has had such actions before him on thirty days, Mr. Justice CHITTY on sixteen days, Mr. Justice NORTH on eight days, and Mr. Justice STIRLING on six days. That is to say, although the number of days for hearing witness causes during the period under review should have been about 130, they have, in fact, only numbered sixty. We have not looked into the question how many witness actions have been disposed of, because such actions vary materially in the time each one occupies in hearing. It becomes, however, a serious question from the suitor's point of view, when the number of witness actions which were in the lists at the commencement of the sittings, and are still without any very near prospect of being heard, is taken into consideration. Mr. Justice KEKEWICH, whom we have left out of our calculation, has been occupied with the interlocutory work of Mr. Justice STIRLING during his absence, but on all other days he has, as usual, been hearing witness actions and applications from the Liverpool and Manchester District Registries; but looking at the facts above given, no other conclusion can be arrived at than that more than one judge should devote his attention solely to the hearing of witness actions in the Chancery Division.

IT IS STATED that the Council of the Incorporated Law Society have forwarded to the Bar Committee a report upon the sittings of the Queen's Bench Division, containing various suggestions for the improvement of the cause list. We believe that the principal alterations recommended are that the cause list should be separated into special juries, common juries, and non-juries; that notice should be given fourteen days before the commencement of each sitting, stating the number of courts to sit for each class of business, the days of the week on which particular classes of business would be taken; the date on which special jury, common jury, and non-jury cases would commence, and the names of the cases intended to be put in the paper on the first day on which a particular list would be taken. The adoption of these suggestions would be attended with very useful results. Under the present system it is impossible to ascertain in reasonable time before the commencement of the sittings on what days particular lists, and especially lists of cases for trial, will be taken, or with what business the courts will commence. The chief remaining alteration suggested is one which we made some time ago—viz., that the list should be revised weekly, and should only contain as many causes as the court could reasonably try; that after its issue no cause should, on any ground, be inserted in it, and that no cause marked stayed before a certain day should appear in the weekly

list. This suggestion, if carried into effect (and there seems to be no insuperable difficulty in the way) would obviate the uncertainty and inconvenience which at present prevails. It is a notorious fact that, as matters stand at present, two skilled clerks may go through the list to ascertain the position of a cause, and differ considerably as to the number it is out of the day's list. This arises from the fact that the lists vary daily in the most arbitrary manner. Cases are struck out, stays are imposed or removed, and cases which did not originally appear in the list are brought forward and interposed in various positions. Again, cases marked for particular days are passed over without any apparent reason and brought forward again later on. Uncertainty also arises from the fact that special and common juries are mixed together, and common juries are daily, by order, marked as special. A suggestion which would be of great practical convenience to country practitioners is that at the midday adjournment an announcement should be made by the presiding judge that the court would not proceed on the following day beyond a certain number in the list. If these suggestions are adopted by the authorities we shall be relieved from a good deal of the inconvenience which now arises, and from the incidents which have sometimes occurred in consequence of cases being transferred from one judge's list to another without any notice.

THE BILL to amend the Law relating to the Duties and Liabilities of Trustees, which was introduced into the House of Lords by Lord HENSCHELL, and is being promoted by the Council of the Incorporated Law Society, appears to be a very useful attempt to remove some of the very anomalous restrictions which now hamper the acts of trustees who have to deal in any way with the trust property under their control. Stated shortly, the objects of the Bill, which are very conveniently explained in a prefatory memorandum, are as follows:—To enable trustees to permit their solicitors to receive the purchase-money on their behalf, on sales of trust property; to enable them to sell under "depreciatory" conditions of sale; not to render them liable for losses on mortgages where the loan does not exceed two-thirds of the value of the security, though the security consist of house property; to enable trustees to dispense with the lessor's title on taking mortgages of leaseholds; to enable them to take a shorter title than forty years, on purchasing property; to enable them to employ and pay agents in managing the trust property; to enable them to pay for the insurance of trust property out of the income; to give them the benefit of the Statutes of Limitation in the absence of fraud or wrongful conversion; and to permit them to employ a surveyor residing in one place to value property situated in another. Though we heartily concur in the desirability of most of the proposed provisions in this Bill, there are one or two which appear to be open to exception. Clause 3 is an effort to overcome the difficulties thrown in the way of trustees selling property by the decisions in *Dance v. Goldingham* (21 W. R. 761) and *Dunn v. Flood* (33 W. R. 315), but we very much doubt whether the effort is likely to prove altogether successful. The clause provides that "no sale made by a trustee shall be impeached by any *cestui que trust* upon the ground that any of the conditions subject to which the sale was made may have been unnecessarily depreciatory, unless it shall also appear that the consideration for the sale was inadequate." It seems to us that it would be far better to omit the last exception altogether and leave the *cestui que trust* to their remedy against the trustee where they have been actually injured by too strenuous conditions. To introduce the complication of adequacy of price into the already sufficiently complicated question which a trustee's advisers have to consider when carrying through a sale is only making confusion worse confounded. Again, sub-section 3 of this section provides that no purchaser, upon a sale by a trustee, "shall be at liberty to make any objection against the title upon the ground aforesaid." This sub-section is apparently aimed at the decision of *Dunn v. Flood*. But we venture to doubt whether the objection there sustained is really an "objection against the title." What the purchaser really objects to is the contract. He, in effect, says to the trustee, "I will not carry out the contract, and you cannot force me to do so, because it is a breach of trust." One of the most important parts of this Bill is the 8th clause, which enables trustees to plead the Statutes of Limitation. It is an amendment of the law which has long been called for.

WE HAVE REFERRED on several occasions recently to the absurdities that arise from a literal construction of section 19 of the Married Women's Property Act, 1882, and on the last occasion (*ante*, p. 236) we pointed out that the remarks of CHITTY, J., on these absurdities in *Re Queade's Trusts* (33 W. R. 817) had never yet been answered. This week the Court of Appeal has had the matter before it in *Hancock v. Hancock*, upon the decision in which case by NORTH, J., we commented at the time (*ante*, p. 38), and neither the court nor the Act of Parliament get much credit from the result. The facts in this important controversy are now narrowed down to these. A husband, by a covenant in which his wife does not join, agrees to settle her after-acquired property. Accordingly, before the Act, such property, passing in right of the wife to the husband, would be bound by the covenant. Then comes the Act, which, by section 5, says that every woman married before the Act shall hold as her separate property all property her title to which shall accrue after the Act. So far so good. The husband's covenant was designed to prevent the operation of the law which gave to him all his wife's property; now the law has itself abolished such operation, and we need not have recourse to the covenant. Indeed, nothing now will go to the husband, and so there will be nothing on which his covenant can take effect. But, stay. We go too fast. What says section 19? "Nothing in this Act contained shall interfere with, or affect, any settlement, or agreement for a settlement, made or to be made, whether before or after marriage, respecting the property of any married woman." Now how does the matter stand? In the case put above, clearly the Act affects the settlement, for it gives to the married woman absolutely property which but for the Act would go into the settlement and be bound by the husband's covenant; hence its operation is excluded. Was ever such an extraordinary result of an important and wide-reaching Act sanctioned by a Court of Appeal, unless there was clearly no way of escape? But such a way Mr. Justice CHITTY had suggested. You cannot, he said, construe the Act literally, for that would allow a husband, without any authority from his wife, and even behind her back, to make a settlement of her property, and so prevent the operation of the Act. The only reasonable way, then, of reading the words, "respecting the property of any married woman," is to restrict them to settlements actually binding such property either at law or in equity. This interpretation it is which has now been rejected by the Court of Appeal. The difficulty pointed out by CHITTY, J., was not denied. Lord Justice CORON remarked upon it that the Act must be followed, whatever the consequences might be; while Lord Justice LINDLEY intimated that, if things came to such a pass as that, the court might then be equal to the occasion and find a subtlety to meet it with. What, then, does this mean? Here is an Act, the literal construction of which must lead to absurdities; but, just because the absurdity in this case is not so extreme as it might be, the literal construction is to be taken. Possibly the court was right, and the only way is for the Legislature to intervene. If so, there ought to be no delay about it, and some construction should be put upon section 19 which will not be continually robbing the Act of its efficacy.

THE DISCUSSION which took place in the Divorce Divisional Court last Tuesday, upon an application for a rehearing of the suit of *Heyes v. Heyes and Mason*, indicates an apparent oversight in the new Divorce Rules made in August, 1885. Upon the case being called on, Sir JAMES HANNEN suggested that, as the suit had been heard by BUTT, J., without a jury, the application ought to have been made to the Court of Appeal. The attention of the court was then called to rule 62, by which it is provided that "an application for a new trial of the issues of fact tried before a jury or for a rehearing of a cause shall hereafter be made to a divisional court of the Probate, Divorce, and Admiralty Division," and the court proceeded to hear and reject the application for a rehearing. It seems clear, however, that the learned President of the Division, who was the framer of the rules of 1885, had not contemplated a double appeal in divorce suits tried without a jury.

The Home Secretary announced in the House of Commons on Monday that the Land Commissioners have framed the scales of compensation referred to in clause 30 of the Copyhold Act, 1887, and these can now be obtained by application at the Land Office.

COMPULSORY REGISTRATION UNDER THE LAND TRANSFER BILL.

We propose, in the following article, to examine the effect of the compulsion clause (3) of the Bill, as being the most important one as regards the immediate future, and requiring the promptest and most careful attention of all persons interested, or about to become interested, in land in the course of the next fifteen or twenty years at least.

Vires acquirit eundo. When compulsory registration first appeared in 1874 it was a very modest proposal. Conveyances were not to confer the legal estate unless completed by registration, and even this mild rule was not to apply to purchases of less than £200 value. Last year, after a long interval, the project had grown so as to include virtually every change of ownership; but the clause in the Bill was so framed that, though stated to be the duty of the vendor, it was possible for the purchaser to apply for first registration, or for the vendor, at least, to save a double registration by applying for registration of his nominee. This year, however, the frame of the compulsion clause is entirely changed, and its effect made considerably more onerous to the vendor than hitherto. In a large class of cases, instead of proceeding, as before, by merely invalidating the deed until registration of some person (who in practice would have been the purchaser) as owner of the land, it incapacitates the landowner from conveying his interest until he is himself registered as owner—thus making a double registration unavoidable on all purchases within the purview of the clause.

The general effect of clause 3 is to compel registration on or before every next change of ownership. Changes of ownership are divided into three classes:—

Class 1 (sub-section (a)).—Grants where the grantor is a person capable of being registered: in these cases he must be registered before conveyance.

Class 2 (sub-section (b)).—Grants where the grantor is not capable of being registered: here the grantee must be registered after conveyance.

Class 3 (sub-section (c)).—Successions on death: here, too, the successor must be registered on his title accruing.

Let us consider these sub-clauses in their order.

Sub-clause (a) provides that a person capable of being registered as owner of any land shall not, until he has been registered, be capable, by any conveyance on sale, mortgage, or settlement, of conveying or creating any freehold estate in possession in the land, or of creating any equitable right in respect thereof. "Conveyance" has (by clause 103) the extended meaning given to it in the Conveyancing Act, which includes appointments and also leases. It may be observed, however, in passing, that the words "on sale" would appear to exempt leases, conveyances on exchange, and voluntary conveyances (not being settlements) from the operation of this sub-clause. It must also be noted that though, in the case of legal estates, the clause only vitiates conveyances of freehold estates *in possession*, yet, in the case of equitable rights, there is no such limitation. Persons dealing with owners of equitable fees must therefore require their grantors to be registered before accepting any right by purchase on sale, or as a mortgage security, or by way of settlement.

Who, then, is "a person capable of being registered as owner of land"? for from such a one these conveyances on sale, mortgage, or settlement are mere waste paper unless he has been previously registered. They give no present right or power, legal or equitable, over the property; they give no right to the grantee to apply for registration; and they cannot (apparently) be made valid even by the subsequent registration of the grantor.

Considering the dire consequences of having any dealings with such a person, it might have been expected that the Bill would state very explicitly who "a person capable of registration" is, and how we may detect him, should we ever encounter him. But, unfortunately, no very unmistakable marks are given. This much is clear, however—that the definition is to be extracted from some portion or other of clauses 6, 7, or 8, which respectively tell us who may be registered with absolute, qualified, or possessory title. The definition (in clause 8) of the persons who may be registered with possessory title is the widest of the three, and (subject to a question of interpretation to be noticed presently) appears intended to include both the other two; so we will examine it first. With

a little assistance from clauses 5 and 103, we may read the text of clause 8 as follows:—"A person may be registered with possessory title if, on the prescribed evidence, it appears to the registering authority that he is *prima facie* entitled to the land either as tenant in fee simple, or as being or having the powers of tenant for life under the Settled Land Acts, and that he or his *cestui que trust* is, or would but for some incumbrancer be, in possession or receipt of the rents and profits of the land. It is not quite clear whether "entitled" in this clause includes an equitable title. On the one hand, in a similar connection occurring in clause 6 (1), the words "at law or in equity" are expressly inserted, which would lead to the supposition that their omission here was intended to confine possessory registrations to legal estates. But if this omission be intended, the consequences would be very inconvenient in the case of dealings with equitable estates. For it would do no less than oblige all equitable owners to apply for registration with *absolute title* before attempting a conveyance. For the compulsion clause applies where the owner is capable of registration *in any manner*, and, as an equitable owner would clearly be "capable of registration" (with *absolute title*) under clause 6 if he could satisfy the authority as to his title, a conveyance from him might at any time be upset if it could be shewn that he might have so satisfied the authority. On the whole, then, it may perhaps be assumed that "entitled" in clause 8 means legally or equitably.

Owners not in possession must also be warily dealt with. They are not "capable of registration" under clause 8 it is true, but there is nothing against their registration under clauses 6 or 7 if they can satisfy the authority as to their titles, and, if only the "qualification" be made wide enough, it is clear that there is hardly a landowner in England who could not be registered under clause 7 with qualified title. Therefore, as a practical rule, it may be assumed that owners out of possession are just as "capable of registration" as those who come under clause 7.

We may therefore state it broadly that no tenant in fee simple, and no person being or having the powers of a tenant for life, whether he has the legal estate or not, whether he is in possession or not, and whether beneficially interested or not, can convey on a sale, mortgage, or settlement until he has himself been registered as owner of the land proposed to be dealt with.

It will be seen that at least one important class of vendors—persons having powers of appointment—appear to be beyond the operation of the clause we are considering. There appears to be no power to register a person having a power of appointment, however general; such a person therefore, not being "capable of being registered as owner," can convey without being himself registered.

On this exception, however, another must probably be engrafted. It occasionally happens that a person conveys under a power of appointment, being also tenant for life, and therefore "capable of being registered." Such a conveyance would be in great jeopardy: for, the disability being personal, it will probably vitiate every act of the person affected by it, even though performed in another capacity. Persons accepting conveyances under powers of appointment will therefore be concerned to see that the conveying party is not possessed, collaterally, of any interest in the land which would render him "capable of registration."

A tenant for life dealing with his beneficial interest must apparently be registered before doing so. For he is "capable of being registered," and the transaction will involve "a conveyance on mortgage conveying a freehold estate in possession."

The definition of "land" in clause 103 brings grants of advowsons, manors, rents, mines and minerals, and all other special or incorporeal hereditaments, within the operation of this clause, unless, under the rules, a special exemption be made (see clauses 28 and 100 (i)).

It is not quite clear whether the words will include an owner of an undivided share. Clause 43 empowers such an owner to be registered, but whether the owner of an undivided share can be called "a person capable of being registered as owner of the land" is doubtful. Considering the minute shares in which land is occasionally held, and the almost invariable reunion of the shares on the occasion of sale, it would seem advisable that this requirement should be expressly remitted in the case of undivided shares. It may be observed that the case of undivided shares forms the solitary instance in which registration, as a preliminary to conveyance, is excused under the Prussian registry of title.

It is suggested, at page 13 of the valuable pamphlet entitled

"Observations on the Land Transfer Bill, 1888," which we notice elsewhere, that the phrases "such land," "the land," &c., in this clause are so used as to imply that the owner cannot convey any portion of his land unless the whole of his land in the district is on the register. The importance of this question and the high authority promulgating this view renders it necessary to comment upon it in some detail. It is certainly remarkable that an opening should have been given for this view by the language of the clause we are considering, but we can hardly believe that the framers of the Bill can have contemplated the interpretation thus placed on their words. Let us suppose a case. A. proposes to purchase land from B. (who is "capable of being registered") in a district where the clause operates. Of course B. must be on the register. A. cannot possibly complete until this is done at least. When B. is registered, the only mode of conveyance open to him (or, at any rate, the only mode of conveyance that will usually be satisfactory to A.) is by instrument of transfer (clause 10) in a prescribed form. Having got his transfer, A. only has to register it in order to obtain a statutory fee simple (clause 11). If he does so register his transfer, it can hardly be thought that this statutory fee simple can be impaired by B.'s omission to register some outlying plot to which he is entitled in the same district. But, again, suppose A. omits to register, relying on his transfer only—or suppose, for some reason, he consents to take a common law conveyance under a power given by clause 18 (2), leaving B. on the register, and protecting himself by a "caution." The suggestion we are now considering amounts to no less than this: that, in order to obtain any rights in this way, A. must satisfy himself, in some manner, that B. owns no unregistered land in the district, and such interpretation would equally operate even where B. is not the first registered owner, thus rendering clause 18 (2) to a great extent nugatory. On the whole, then, considering (1) that it is not the obvious meaning of the words, and (2) that it renders nugatory a prominent provision of the Bill; and, further, (3) that it imposes a burden on purchasers that no court would allow without the most express mandate of the Legislature, we cannot help questioning whether the Bill can have the meaning ascribed to it. But the matter ought to be cleared up.

Finally, it seems that the words, "any equitable right," will suffice to prevent any advantage being taken of the fusion of law and equity effected by the Judicature Act. Nor should it be forgotten that such a transferee not only obtains no substantial estate or equitable right in or over the land, but clauses 6, 7, and 8 appear to be so drawn as to exclude him even from the privilege of applying for registration, the object of this being, no doubt, to remove an option which the vendor would otherwise practically command, of throwing the burden of registration on to the purchaser. So that a person coming in under a conveyance from an unregistered owner would be unable to eject a trespasser or to maintain any action for the protection or enjoyment of the property, and on his death his heirs or assigns would have no further rights than such as might accrue to them from the fact of the payment of the purchase-money. Still, it will always be open to a vendor to require, as a condition of the sale, that the purchaser shall defray the expenses of the registration, so that the protection to the purchaser is by no means absolute. And, further, it is of course imaginable that some facilities may be created by the general rules, either as to payment of fees or otherwise, whereby the registration of a purchaser, following immediately on the registration of his vendor, may be made less troublesome than it might otherwise be; but as yet there is no information as to this before the public.

Sub-clause (b) provides that conveyances (except mortgages) "to which no person capable of being registered as owner of the land is a party" conferring a freehold estate in possession, a term of years of which over twenty-one are unexpired, or a freehold rent-charge, shall only confer a right to be registered.

If our interpretation of the previous sub-clause was correct, a conveyance on exchange, a voluntary conveyance, and a lease can be effected wherever the right granted is not equitable only, by a common law conveyance, to which it should now be added that if any party to the conveyance was capable of registration, the grantee need not be registered, but if no party to the conveyance was capable of registration the grantee must be registered as owner in order to obtain any legal or equitable rights. Whether this result be intentional or not appears doubtful.

A further question will arise when the grant is made by a person not capable of registration (for instance a trustee with power of sale) and a person "capable of registration" (for instance the tenant for life) joins for the purpose of giving his consent—this will not bring it under sub-clause (a)—will this absolve the grantee from the necessity of registration? Apparently it will. Here again it is doubtful whether this result is intended.

The case of leases for years (but not for life or lives) is dealt with by clause 26. A separate register of leases is to be maintained, and wherever compulsion is in operation no lease demising land at a rent for a term exceeding twenty-one years will convey any legal estate or equitable right until the leaseholder is registered.

Leases for life or lives, or determinable on life or lives, are expressly excluded from clause 26. Therefore all this class of dealings (still very numerous in the West of England), wherever the leasing power is in trustees, may, if the point above observed upon be upheld, escape registration on their first grant provided the tenant for life is a party to the lease.

SALE BY A TENANT FOR LIFE UNDER THE SETTLED LAND ACT, 1882.

II.—RESTRICTIONS ON THE POWER OF A TENANT FOR LIFE TO SELL— (continued).

Order for sale by the trustees under the direction of the court.—If an order has been made for a sale under the direction of the court, it will prevent the tenant for life from selling under the Act. That is stated in the headnote to the report of *Re Barra-Haden's Settled Estates* in 32 W. R. 194. The report itself seems hardly to bear out the statement, and it is distinctly contrary to what was decided in *Cardigan v. Curzon-Howe* (33 W. R. 836, 30 Ch. D. 531), which we have before referred to (*ante*, p. 269). All that appears to have been really decided was that such an order will not be stayed merely because the tenant for life can sell out of court more easily—a very different thing. The case, however, was quoted as an authority for the proposition stated in the headnote in *Re Poole's Settled Estates* (32 W. R. 956), in which it was decided that a similar order as to leasing, made under the Settled Estates Act, 1877, will prevent the tenant for life from exercising his leasing powers under the Settled Land Act.

Undivided shares.—In *Re Collinge's Estate* (36 W. R. 264, 36 Ch. D. 516) it was held that a tenant for life of an undivided share in land cannot sell; but it is respectfully submitted that this decision is wrong. North, J., in giving judgment, stated that if settled land "had been intended to mean an undivided share in land he would have expected the sub-section (*i.e.*, section 2, sub-section 3) to say so." He then went on to consider all the provisions of the Act relating to undivided shares, except one. That one provision appears to have escaped the notice both of his lordship and of the counsel engaged in the case. It is contained in section 2, sub-section (10), clause i., which expressly states that "land includes incorporeal hereditaments, also an undivided share in land." So, as by section 3 a tenant for life may sell the settled land, it is submitted that he can also sell an undivided share in it, for none of the provisions considered in *Re Collinge's Estate* in any way cut down the generality of this enactment, that the tenant for life may sell land, including an undivided share in land. It may be argued, however, that section 2, sub-section (10), clause i., which we have just mentioned, refers to an undivided share in land when a single undivided share has alone been settled, and the other shares have either not been settled at all, or have been dealt with by distinct settlements; and that the section does not apply to a share when, as was the case here, the rest of the estate was originally included in the settlement, but has dropped out of settlement, or, *à fortiori*, to an undivided share when the other shares remain subject to the same settlement. If this argument is well founded, the decision in *Re Collinge* must be considered correct; but, judging from the report of the case, the point does not seem to have been taken in court.

Estates limited for a given period.—The Act does not alter the condition of any original limitation of a particular estate (not properly an estate for life); so that, notwithstanding the provision in section 51, that any attempt by the settlor to prevent the

tenant for life from exercising his power is void, a provision for the estate to cease on bankruptcy or other event would still be valid: *Re Hazle's Settled Estates* (33 W. R. 759, 29 Ch. D. 78), *Re Atkinson* (34 W. R. 445, 30 Ch. D., at p. 612), *Re Paget's Settled Estates* (33 W. R. 898, 30 Ch. D. 161), *Re Haynes* (36 W. R. 321, 37 Ch. D. 306).

Notices to trustees.—Before making any sale, &c., or contract for the same, the tenant for life must give a month's notice of his intention to sell to each of the trustees and to the solicitor for the trustees if such solicitor is known to him. The notices must be by registered letter (section 45). Many questions have arisen upon this enactment, some of which have been dealt with in previous numbers (27 SOLICITORS' JOURNAL, 65; 28 SOLICITORS' JOURNAL, 703). One of the first questions that arose was whether a notice of a general intention to sell, exchange, partition, lease, mortgage, or charge, as occasion should offer, would be a good notice. It was decided that it would not, but the Legislature stepped in, and by the Settled Land Act, 1884, said that in future such a notice was to be considered sufficient, but that the tenant for life was to furnish the trustees with such information as to intended sales, &c., as they might desire. The absurdity of permitting a general notice is pointed out in a former article (28 SOLICITORS' JOURNAL, 703), and need not be again discussed.

A question has arisen as to the meaning of saying that the notice must be posted a month before the sale "or the contract for the same," and it has been decided in *Duke of Marlborough v. Sartoris* (35 W. R. 55, 32 Ch. D. 616) that the provisions are alternative, and that the notice is equally valid if given before the sale actually takes place in pursuance of the contract, or before the contract. That decision has been recently followed in *Hatten v. Russell* (36 W. R. 317), and so it must be considered to be the law, although it is difficult to see why, if a notice after the contract, but before the actual completion, was intended to be sufficient, the contract should have been referred to in the section at all.

The opinion of the judges before *Duke of Marlborough v. Sartoris* was decided seems to have been our own—viz., that it was intended that notice should be given, not only prior to the sale, but prior to the contract; for in *Wheelwright v. Walker* (31 W. R. 363, 23 Ch. D. 763) the tenant for life was restrained from selling or offering for sale until trustees should be appointed to whom notice could be given, and a similar view seems to have prevailed in *Re Ray's Settled Estates* (32 W. R. 458, 25 Ch. D. 464). Since the Act of 1884 the difficulty which was pressed upon the court in the latter case—that there would necessarily be a contract which would not be binding for a month—cannot now arise, as the tenant for life can give a general notice of his intention to sell as soon as he succeeds to the estates, so that if a higher court were hereafter to declare the former opinion correct, no real difficulty as to contracts remaining in an inchoate state would arise.

It is to be observed that a month's notice is no longer necessary if the trustees consent to dispense with it (see the Act of 1884, s. 5 (3)); but the questions raised by us some time ago (27 SOLICITORS' JOURNAL, 65), as to whether one trustee can waive notice on behalf of the others, and whether waiver by the trustees waives notice to their solicitor, do not appear ever to have been answered.

Unless a contrary intention is expressed by the settlement, there must not be fewer than two trustees at the time when notice of an intention to sell is given (section 45 (2)); but this contrary intention may be merely implied, as in *Re Garnett, Orme, and Hargreaves' Contract* (32 W. R. 313, 25 Ch. D. 595), where it was held that when one trustee can give a valid receipt for purchase-money by virtue of the settlement, it is unnecessary to appoint another trustee for any of the purposes of the Act.

The only remaining point is the effect upon a purchaser of any irregularity in giving the necessary notices. The giving of notices is a matter entirely between the tenant for life and the trustees, and a purchaser dealing in good faith is in no way concerned to inquire whether due notices have been given or not (section 45 (3)), or whether they have been waived. The purchaser need make no inquiries as to notices, and if he does, they need not be answered: *Duke of Marlborough v. Sartoris* (*ubi sup.*). If, however, he knows that notices have not been given or waived, it is presumed that he would not get a good title, although a purchaser from him would probably be protected by section 54. If there are no trustees to whom notice could be given, the purchaser

will, of course, know that notice cannot have been given, and he can refuse to complete until such trustees are appointed, for until there are trustees his vendor can make no title. But if the vendor, on the objection being made that there are no trustees for the purposes of the Act, take immediate steps to have such trustees appointed, the purchaser cannot rescind his contract, although the time fixed for completion may have passed, unless time be of the essence of the contract, for the defect is one of conveyancing, and not of title: *Hatten v. Russell* (36 W. R. 317).

If the purchaser knows that trustees have only been appointed within the month, he would probably be entitled to some explanation as to notices: *Marlborough v. Sartoris* (32 Ch. D., at p. 624).

REVIEWS.

PRINCIPAL AND AGENT.

A TREATISE UPON THE LAW OF PRINCIPAL AND AGENT IN CONTRACT AND TORT. By WILLIAM EVANS, B.A., Barrister-at-Law. SECOND EDITION. William Maxwell & Son.

Of the general value of this work there is no doubt, and ever since the first edition appeared it has been a standard authority upon the subject with which it deals. The principal arrangement and subdivision of it into chapters is appropriate and clear, and makes a reference to them on any given point an easy matter. Each chapter, too, may be relied on to contain a full statement of the law, and the facts, as well as the judgments, in all important cases are ably condensed and incorporated into the text.

Somewhat less praise must be bestowed upon the detailed arrangement of each chapter; and there are some curious instances in which a proposed treatment, stated clearly enough in the first instance, cannot be traced in the subsequent text. Examples of this will be found at the bottom of page 23, in respect of the exceptions to the rule that the contract of a corporation should be under seal, and on page 313, where the various cases relating to agents employed to purchase are duly tabulated as an index to the following paragraphs, in which, however, it is not easy to follow the proposed distinction. Moreover, there is too frequent a tendency to take in each chapter the details that have been suggested by the cases, and exhibit these in paragraphs without much attention to their due arrangement. These defects undoubtedly detract from the usefulness of the book, and still more from the interest and pleasure with which otherwise it might be read. A digest of cases nobody expects to read through; but it is one of the chief merits of a treatise to keep up the interest of the reader, as well as to form a storehouse of information for the practitioner.

The size of the book forbids our criticizing its contents in detail; but there is no difficulty in referring to points where the cases are well stated and the result of them clearly deduced. Thus, in the chapter on Ratification it is shewn how, from the rule that ratification is only possible where the principal was in existence at the time of the contract, the courts have been bound to hold that a company cannot ratify a contract made by its promoters before it came into existence. And generally for an example of successful treatment we may refer to the section on contracts made by an agent in his own name (pp. 358—368). Towards the beginning of the book there is a very useful chapter on the implied authority of particular classes of agents, though in the part relating to married women no reference is made to *Eastland v. Burchell* (3 Q. B. D. 435), which decided that when a wife, upon separating from her husband, has stipulated for an allowance, then her implied authority is at an end, although the allowance is, in fact, insufficient for her support. A serious omission again seems to have been made in the chapter on Constructive Notice, where no allusion is made to section 3 of the Conveyancing Act, 1882; and, assuming *Fuller v. Bennett* (2 Hare, 394) to be still good law, the rule is laid down that "where the same solicitor is employed by a vendor and purchaser, the latter will be affected with constructive notice of the knowledge possessed by the solicitor, although that knowledge was acquired before retention by the purchaser." This seems quite contrary to sub-section (ii.) of the above section.

The various matters relating to company law are fully dealt with, but the author was not able to incorporate *Cavendish-Bentinck v. Fenn* (12 App. Cas. 652), the appeal to the House of Lords in *Re Cape Breton Co.* (33 W. R. 788, 29 Ch. D. 795), which has thrown some doubt on the doctrine that the only remedy against a director or promoter who has sold to the company property purchased by himself before any fiduciary relation existed is rescission, and that when this has become impossible there is no remedy at all. In the matter of fiduciary relations generally, the author is unnecessarily discursive, and treats of a good many which have really nothing to do with agency. In conclusion, we may repeat that this is a full and

able exposition of the law, upon which the practitioner can rely to supply him with all the information he requires.

CONSULAR JURISDICTION.

BRITISH CONSULAR JURISDICTION IN THE EAST, WITH TOPICAL INDICES OF CASES ON APPEAL FROM, AND RELATING TO, CONSULAR COURTS AND CONSULS; ALSO A COLLECTION OF STATUTES CONCERNING CONSULS. By CHARLES JAMES TARRING, M.A. Stevens & Haynes.

The author of this book, who is Assistant Judge of H.B.M. Supreme Consular Court for the Levant, is already known by his "Chapters on the Law relating to the Colonies," and is well qualified for the further work which he has undertaken, the nature of which sufficiently appears on the title page. Small in compass, the volume is exceedingly clear in arrangement—a great merit when it is considered that the applicability of a large number of different Acts and Orders in Council to different colonies has to be exhibited. This result is largely assisted by the use of different kinds of type. Happily for Mr. Tarring, he has been troubled with few cases, and the index of twenty-five only makes the work almost unique as a law book. It is likely to be very useful to those whose practice ever involves questions of consular jurisdiction.

CORRESPONDENCE.

LAW LISTS.

[To the Editor of the Solicitors' Journal.]

Sir,—I received the *Calendar* on the 20th ult., and the *Law List* to-day, and I am now for the first time enabled, *eighty-three days after date*, to ascertain by the latter what solicitors duly renewed their stamped certificates to practise on the expiry of their old ones on the 15th of December last. The *Calendar* is worthless in this respect, as it does not show whether or not a solicitor has obtained his stamp certificate, which alone entitles him to practise and charge and receive costs.

I have, in a paper I read at the Annual Provincial Meeting held at Bath in 1883, shewn how, at no expense or trouble, both the *Law List* and the *Calendar* may be published on the 1st of January yearly, and be evidence that a solicitor has had a continuously stamped certificate in force.

Some day or other the Council of the Incorporated Law Society of the United Kingdom may perhaps care to examine my plan and adopt it wholly or in part. As it is at present both publications are, in my humble opinion, distinctly behind the times. JOHN MILLER.

Bristol, March 7.

THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—If the object of the above society is to watch over the interests of solicitors, would it not have greater weight and influence if all solicitors were to become members on being admitted?

Personally, I know very little about the society, or the benefit (if any) to be derived from joining it, as the only communication I have ever received from the headquarters was a request for a guinea subscription to the Imperial Institute.

If the society has any funds in hand, a few circulars sent out to "country cousins" might increase the membership and would only cost a trifle.

Manchester, March 5.

On the 1st inst. in the House of Commons, Mr. H. Gladstone asked the Secretary of State for the Home Department whether the attention of her Majesty's Government had been called to the fact that, for the first time in the history of the North-Eastern Circuit, the assize business had been commenced at Leeds, instead of at Newcastle; whether he was aware that her Majesty's judges had been unable to finish the civil business at Leeds and had proceeded to York, it being stated that they would return to Leeds at a future date to finish the civil business; and whether he would take steps to prevent a recurrence of an arrangement by which great inconvenience was caused to the public. Mr. Matthews said it is the fact that the judges arranged to go to Leeds first, instead of to Newcastle this circuit. The Lord Chancellor informs me that he has no official intimation as to the second paragraph of the question. If it should be found at Leeds or elsewhere that inconvenience has been caused by the recent attempt to discontinue the grouping of counties for criminal business without unduly prolonging the circuits, the judges will no doubt carefully consider the matter, and, if possible, remedy it, if that can be done without causing still greater inconvenience to other places.

CASES OF THE WEEK.

COURT OF APPEAL.

LONDON FOUNDERS' ASSOCIATION (LIM.) AND PALMER v. CLARKE—No. 1, 5th March.

SALE OF SHARES ON STOCK EXCHANGE—REGISTRATION OF PURCHASER—OBLIGATION OF VENDOR TO PROCURE REGISTRATION.

The defendant sold certain shares in the National Conservative Industrial Dwellings Association through a broker upon the London Stock Exchange, the purchasers being the London Founders' Association, who purchased the shares through their broker. The London Founders' Association nominated Palmer as the transferee. The transfer was executed and the money paid, and upon the plaintiff applying to the directors of the National Conservative Industrial Dwellings Association to register Palmer as the transferee of the shares, they declined to register his name. The articles of association gave the directors discretion to decline to register any transferee of shares. The plaintiffs thereupon brought this action to recover back the price paid for the shares. The following authorities were referred to:—*Birmingham v. Sheridan* (53 Beav. 660); *Wilkinson v. Lloyd* (7 Q. B. 27); *Stray v. Russell* (1 E. & E. 888); 1 Lindley on Partnership, 4th ed., 712. Stephen, J., gave judgment for the defendant. The plaintiff Palmer appealed.

THE COURT affirmed the judgment. Lord ESHER, M.R., said that it was contended for the plaintiff that there was implied in this contract, which was made upon the Stock Exchange, a condition subsequent that if the company for any reason declined to register the purchaser, the contract was to be considered at an end and the money was to be repaid. That divided itself into two propositions:—Was there any such condition subsequent; and, if so, was there a total failure of consideration? The second question became immaterial, because he was of opinion that there was no such implied condition subsequent in the case of a sale of shares on the Stock Exchange. In 1859 the Court of Queen's Bench in *Stray v. Russell* decided that in such a case the vendor did not undertake to obtain the registration of the purchaser's name. That was a decision upon an every day mercantile contract, and even if the court disagreed with it, they would not now overrule it. However, the Exchequer Chamber seemed to have approved that decision, and his lordship would have come to the same conclusion. The vendor did not take the responsibility that the company would accept the purchaser or his nominee. He only agreed to hand over the transfer and the certificates. The result would be the same if the company had not the option of declining to register a transferee. FRY and LOPES, L.JJ., concurred.—COUNSEL, H. F. Dickens and W. E. Gordon; *Horne Payne, Q.C.*, and A. G. McIntyre. SOLICITORS, Robinson, Poole, & Robinson; Morley & Sherriff.

BOURNE AND OTHERS v. NETHERSEAL COLLIERY CO.—No. 1, 1st March.

COAL MINES REGULATION ACT, 1872 (35 & 36 VICT. c. 76), s. 17.

This was an appeal from the decision of a Divisional Court (Stephen and Wills, JJ.) (reported 35 W. R. 837, 19 Q. B. D. 357). By section 17 of the Coal Mines Regulation Act, 1872, when the amount of wages paid to any of the persons employed in a mine to which this Act applies depends on the amount of mineral gotten by them, such persons shall be paid according to the weight of the mineral gotten by them which shall be truly weighed, but the owner may agree with the miners that deductions shall be made in respect of stones or materials other than mineral contracted to be gotten. The plaintiffs, who were colliers in the defendants' colliery, had signed an agreement by which it was declared that the "mineral contracted to be gotten" should in all cases mean and include only such pieces of clean coal as could not be passed through the prongs of a fork two and a half inches wide, that the coals sent up should be paid for at 1s. 6d. per ton, and that no slack would be paid for, but all slack would be deducted. The coal was loaded into tubs at the bottom of the pit, and was weighed in the presence of a checkweigher appointed by the men when it reached the pit mouth. It was then wheeled some distance, out of sight of the checkweigher, and was sifted by allowing the slack to fall through a screen on to an automatic weighing machine. The men were paid according to the weight ascertained at the pit mouth less the weight of the slack as ascertained by this automatic machine. They brought this action to recover the difference between this amount and the gross amount received. The county court judge having decided against them, the Divisional Court reversed his decision, and their judgment was upheld by

THE COURT (Lord ESHER, M.R., and LOPES, L.J., FRY, L.J., dissenting). Lord ESHER, M.R., said that the contract was within the terms of the Act, since the wages depended on the amount of mineral gotten, but the deduction of slack was not authorized by the Act since slack was not "material other than mineral contracted to be gotten." The agreement was therefore not illegal as a whole, but the agreement as to deduction was invalid. LOPES, L.J., concurred. FRY, L.J., thought that the contract did not come within the Act, since it contemplated payment, not according to the whole amount gotten, but according to the amount excluding slack. The Act was a penal one, and must be construed strictly.—COUNSEL, Rigby, Q.C., and McClymont; Alfred Young. SOLICITORS, Morton, Cutler, & Co., for Challinor & Co., Leek; Field, Roscoe, & Co., for Deane & Hands, Loughborough.

MUTTER v. EASTERN AND MIDLANDS RAILWAY CO.—No. 2, 6th March.

RAILWAY COMPANY—SHAREHOLDER—RIGHT TO INSPECT AND TAKE COPIES OF DEBENTURE STOCK REGISTER—SHAREHOLDER ACTING IN INTEREST OF

RIVAL COMPANY—COMPANIES CLAUSES CONSOLIDATION ACT, 1845, ss. 45, 119—COMPANIES CLAUSES CONSOLIDATION ACT, 1863, s. 28.

The question in this case was whether the statutory right given to the registered holders of shares, stock, and debenture stock in a company of inspecting the registers of the company, and ascertaining, not only the names and addresses, but also the amount of the holding of the shareholders and stockholders, carries with it the right of taking copies of entries in the registers. The plaintiff was the registered holder of both shares and debenture stock in the defendant company. It was admitted that the shares which he held were transferred to him for a nominal consideration by the chairman of the Great Eastern Railway Co., a rival company. He desired to inspect the register of the holders of debenture stock of the company, and to take copies of the entries in it. The company allowed him to inspect, but would not permit him to take copies. Chitty, J., granted an injunction restraining the company from refusing to allow the plaintiff to take copies. The motion for an injunction was resisted by the company on the ground that it was not a *bond fide* application by a stockholder, and that the plaintiff was acting in the interests of the Great Eastern Railway Co. and was indemnified by them. It was also contended that there was nothing in the Companies Clauses Acts, 1845 or 1863, which entitled a share or stockholder to take copies of entries in the registers. Chitty, J., held that the plaintiff had a legal right under the Acts, as a stock and shareholder, to inspect the register, and that the right to take copies followed from the right to inspect. Section 45 of the Companies Clauses Consolidation Act, 1845, provides that "a register of mortgages and bonds shall be kept by the company, and within fourteen days after the date of any such mortgage or bond an entry or memorial, specifying the number and date of such mortgage or bond, and the sums secured thereby, and the names of the parties thereto, with their proper additions, shall be made in such register; and such register may be perused at all reasonable times by any of the shareholders, or by any mortgagee or bond creditor of the company, or by any person interested in any such mortgage or bond, without fee or reward." Section 119 provides that any shareholder shall be permitted to inspect the books of account of the company, "and to take copies or extracts therefrom," at any reasonable time during the prescribed period, and imposes a penalty on the bookkeeper of the company "if he fail to permit any such shareholder to inspect such books, or to take copies or extracts therefrom during the periods aforesaid." Section 28 of the Companies Clauses Consolidation Act, 1863, provides that "the company shall cause entries of the debenture stock from time to time created to be made in a register to be kept for that purpose, wherein they shall enter the names and addresses of the several persons and corporations from time to time entitled to the debenture stock, with the respective amounts of the stock to which they are respectively entitled; and the register shall be accessible for inspection and perusal at all reasonable times to every mortgagee, bondholder, debenture stockholder, shareholder, and stockholder of the company, without the payment of any fee or charge." Section 36 of the Act of 1845 gives the right to inspect the register of shareholders (kept under section 9) to any person entitled to issue execution against the shareholders of the company for a debt of the company, for the purpose of ascertaining the names of the shareholders, and the amount remaining unpaid on their respective shares.

THE COURT OF APPEAL (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision of Chitty, J. LINDLEY, L.J., who delivered the judgment of the court, said that the objection that, if the plaintiff had a statutory right to take copies, the court would not assist him to assert that right, because he was the mere nominee of a rival company, could not be sustained. Such cases as *Forrest v. Manchester, &c., Railway Co.* (4 De G. & J. 126) did not apply. The plaintiff did not assume to sue on behalf of the other shareholders in the company, but was only seeking to enforce his own alleged statutory rights as a registered shareholder. As to the statutory right to take copies, his lordship said: I have not been able to find a single case, either at law or in equity, in which the court has ever held that a person, having a right to inspect a document, has not also a right to take a copy of it, or of so much of it as he requires for some legitimate purpose. The right to take a copy is treated as incidental to the right to inspect, and the common form of orders to inspect is to inspect and take copies. This seems to be the common form at law when a *mandamus* is granted, and when an order is made on a motion in a pending action, and this is, and, so far as I have been able to discover, always has been, the common form of an order to inspect when made in chancery. A great number of cases on this subject will be found collected in the well-known note to *Re v. The Fraternity of Hostmen in Newcastle-on-Tyne* (2 Strange, 1223) and in Chitty's *Archbold*, vol. 1, p. 511 (14th ed.), and an examination of those and other authorities has led me to the conclusion that, speaking generally, a right to take copies is always treated as incidental to a right to inspect. I say speaking generally, because I have found an instance of a special Act relating to a company in which a right to inspect has been granted, but a right to take copies has been expressly excluded. Again, there may be cases in which the inspection of a document is all that can be reasonably required for any legitimate purpose; or a document which a man may have a right to inspect may be in such a dilapidated state as to render it impossible to take a copy of it without destroying it, or at least seriously injuring it. Again, a person may have a right to inspect the whole of a book or document in order to find out what part of it really concerns him, and his right to inspect may, therefore, extend to much more than he has a right to take a copy of. When the right to inspect and take a copy is expressly conferred by statute, the limit of the right depends on the true construction of the statute. When the right to inspect and take a copy is not expressly conferred, the extent of such right depends on the interest which the applicant has in what he wants to copy, and on what is reasonably necessary for the protection of such

interest. The common law right to inspect and take copies of public documents is limited by this principle, as is shown by *Re v. The Staffordshire Justices* (6 Ad. & Ell. 84, 99-101); so is the common law right of the member of a corporation to inspect and take copies of the documents of the corporation: *Re v. Merchant Taylors' Co.* (3 B. & Ad. 115). Bearing in mind these principles, it is necessary to turn to the statute on which the plaintiff relies and to see what right it confers upon him. The section which gives him the right to inspect is silent on the subject of taking copies. But section 119 of the Act of 1845 expressly gives a right to take copies as well as a right to inspect. But that section imposes a penalty, and, as it was intended to impose a penalty, not only in the case of a refusal to allow inspection, but also in the case of a refusal to allow a copy to be taken, it was necessary to say so in express words, and to mention both inspection and taking copies. The fact, therefore, that both are mentioned in that section, while inspection only is mentioned in section 28 of the Act of 1863, does not show that in framing this last section a right to take copies was intended to be excluded. Section 36 of the Act of 1845, which enables judgment creditors of the company to inspect the register of shareholders, would be practically useless if it were construed strictly, and so as not to include a right to take copies. A judgment creditor of a company, who cannot get paid by the company, is entitled to sue all the shareholders in it whose shares are not paid up, and for this purpose he must have their names and addresses, and it is idle to suppose that the right of inspection here given does not include a right to take a copy. Similar observations apply, though less forcibly, to section 45 of the Act of 1845 and section 28 of the Act of 1863. But it is obvious that a shareholder or debenture stockholder may desire to consult the whole of the debenture stockholders on some matter which concerns them all, and it is reasonable to suppose that the right to inspect the debenture stock register is conferred to enable him to do this, as well as for other purposes. Parliament having conferred the right to inspect, the court ought not so to construe the statute as to render the right conferred illusory; and if the court were to hold that in such a case as the present the right to inspect existed, but the right to take copies did not, the court would in effect be rendering the statute of no avail. Upon the ground, therefore, that in this case the right to take a copy cannot be denied without rendering the right to inspect practically useless, I am of opinion that the order appealed from was correct.—COUNSEL, R. S. Wright and Haigh; Romer, Q. C., and W. Baker. SOLICITORS, F. C. Mathews & Browne; Valentine.

Re KNIGHT, KNIGHT v. GARDNER—No. 2, 7th March.

APPEAL—SECURITY FOR COSTS—SET OFF OF COSTS OF FORMER APPEAL—EXECUTOR OF DECEASED PARTY—R. S. C., 1883, LVIII., 15.

This was an application for security for the costs of an appeal. The respondent who made the application was the executor and trustee of a deceased party. The testator had been ordered to pay to the present appellant the costs of a former appeal in the same action. These costs had not yet been taxed. There was unanswered evidence of the poverty of the appellant, but it was urged on his behalf that security ought not to be required, because, even if he should be unsuccessful on the existing appeal, he would be entitled to set off the costs of it against the costs of the former appeal which the testator had been ordered to pay to him.

COTTON, L.J., said that this would have been so if the present applicant (the respondent) had been the testator himself. But the respondent was his executor and trustee, and he was entitled to be indemnified against the costs of the appeal. Security must be given to the amount of £30. LINDLEY and BOWEN, L.JJ., concurred.

COTTON, L.J., also stated that, when the amount of security ordered to be given for the costs of an appeal does not exceed £20, the practice is always to order the amount to be paid into court; when the amount of the security exceeds £20, the appellant is allowed the option of giving security for it.—COUNSEL, R. Eyre; Methold. SOLICITORS, G. L. P. Eyre & Co.; Jennings, Son, & Burton.

MILLER v. HARPER—No. 2, 7th March.

PRACTICE—PARTICULARS—DISCOVERY—R. S. C., 1883, XIX., 7.

This action was brought by the executors of a deceased married woman against her husband, claiming as her separate estate certain furniture which was in the possession of the defendant. The statement of claim, delivered on the 5th of March, 1887, alleged that on the marriage of the wife in 1870 certain furniture was settled to her separate use, and that during the coverture she purchased other articles of furniture by means of her separate income, and that the settled furniture and the purchased being in the house in which she resided with the defendant, he after her death wrongly detained them. The action claimed a declaration that the plaintiffs, as the executors of the wife, were entitled to the furniture as forming part of her separate estate. The plaintiffs also claimed damages and the appointment of a receiver. On the 15th of March, 1887, the defendant took out a summons requiring the plaintiffs to deliver full particulars of the nature and description of the several articles of furniture referred to in the statement of claim and alleged to have belonged to the wife for her separate use, together with dates, &c., shewing when and of whom the alleged purchases were respectively made, what articles were purchased, and what prices were paid by the wife, and asking that, unless the particulars were delivered within seven days, all further proceedings in the action might be stayed until the delivery of the particulars. The plaintiffs had in May, 1886, taken an inventory of the furniture in the house. In November, 1887, North, J., ordered the summons to stand over until the defendant should have made an affidavit stating which of the articles comprised in the inventory were included in the marriage settlement, and which others were admitted by him to belong to the plaintiffs. The de-

defendant did not make the affidavit, and in January, 1888, he renewed his application to North, J., who refused it.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that he thought the order was right in substance. The plaintiffs, being executors, could not of their own knowledge say which of the articles had belonged to the wife. They could not now identify the particular articles which they claimed, though they would have to do so before the trial of the action. The defendant was in a position to give the information required, and the judge was quite right in refusing to order the plaintiffs to give particulars until after the defendant had made discovery.—COUNSEL, J. G. Wood; Swinfen Eady. SOLICITORS, Peacock & Goddard; S. F. Miller & Son.

HANCOCK v. HANCOCK—No. 2, 3rd March.

MARRIAGE SETTLEMENT—COVENANT BY HUSBAND TO SETTLE AFTER-ACQUIRED PROPERTY OF WIFE—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), ss. 5, 19.

This was an appeal against a decision of North, J. (*ante*, p. 25, 36 W. R. 166), the question being whether certain personal estate to which a wife had, after the commencement of the Married Women's Property Act, 1882, become entitled under the will of her mother, was bound by a covenant to settle after-acquired property of the wife contained in her marriage settlement, which was executed some years before the commencement of the Act. The covenant was entered into by the husband alone, and the settlement did not contain any agreement or declaration to the same effect. Section 5 of the Act provides that "every woman married before this Act shall be entitled to have and to hold and to dispose of as if she were a *feme sole*, as her separate property, all real and personal property, her title to which, whether vested or contingent, and whether in possession, reversion, or remainder, shall accrue after the commencement of this Act." Section 19 provides that "nothing in this Act contained shall interfere with, or affect, any settlement, or agreement for a settlement, made or to be made, whether before or after marriage, respecting the property of any married woman." In the present case the settlement was executed in October, 1870, and by it certain property to which the wife was then entitled, under the will of her father, was settled. The settlement also contained a covenant by the husband alone to settle any property (with certain exceptions) which should, during the coverture, be given, devised, or bequeathed to, or descend, or devolve upon, or vest in the wife or in trust for her, or in the husband in her right. Under the will of her mother, who died in 1883, after the commencement of the Married Women's Property Act, 1882, the wife became entitled to a share of her mother's estate. The mother's estate was being administered by the court in this action, and a sum of £1,500 had been carried over to the separate account of the wife and her incumbrancers. The wife petitioned for a declaration that she was entitled absolutely, for her separate use, to the fund in court, notwithstanding the covenant to settle after-acquired property, and to have that sum paid out to her. North, J., decided that section 19 prevented section 5 from applying, and that, as this was property which, but for the Act, would have been bound by the husband's covenant, it was still bound by it. In *Re Queade's Trusts* (33 W. R. 817, 29 SOLICITORS' JOURNAL, 99) Chitty, J., suggested the difficulty that, if in all cases the covenant of an intended husband alone would bind property afterwards coming to the wife, he might, by a secret settlement made behind the back of the wife and her relations, fraudulently deprive her of what would otherwise be her separate property and defeat the intention of the Act.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision of North, J., without calling on the respondent's counsel. COTTON, L.J., was of opinion that the words of section 19, according to their plain meaning, excluded the operation of section 5, which, but for section 19, would apply. This, being personal property, over which a husband, before the passing of the Act, would have had, by virtue of his marital right, complete control, would, if the Act had not been passed, have been bound by the settlement. The settlement, therefore, would be affected by the Act if section 5 were held to take this property out of the settlement. If the difficulties suggested by Chitty, J., in *Re Queade's Trusts* should ever arise and should come before their lordships for decision, if the words of the Act were clear, they must give them their true meaning, notwithstanding the effect of that construction, leaving it to the Legislature to remove the difficulty. The Act had interfered greatly with the position of married women, perhaps not always to their advantage; and they must take the good and the evil together. LINDLEY, L.J., concurred. He thought the meaning of the Act was quite plain. Section 19 was not very logically worded in saying that nothing in the Act should affect settlements when the latter part of this section itself did affect settlements. The court had not now to solve the legal puzzle suggested in *Re Queade's Trusts*; if it ever did come before the court, perhaps the court might find its way out of the difficulty by holding that such a settlement was not a settlement within the meaning of section 19. BOWEN, L.J., concurred.—COUNSEL, Mulligan; E. R. Simpson. SOLICITOR, William Horsley.

HIGH COURT—CHANCERY DIVISION.

Re WEST CUMBERLAND IRON AND STEEL CO.—Kay, J., 3rd March.

PRACTICE—COMPANY—PETITION FOR REDUCTION OF CAPITAL—FORM OF MINUTE.

In this case, a petition having been presented for the confirmation by the court of a special resolution for the reduction of its capital, the court,

being satisfied that such reduction did not involve any diminution of liability in respect of unpaid capital, or the payment to any shareholders of any paid-up capital, and the creditors of the company being, consequently, not entitled to object to the proposed reduction, allowed the petition to come into the paper without any advertisement of the notice, and without any certificate as to creditors. On the petition being heard,

KAY, J., said that he thought the minute proposed to be registered ought to have on the face of it the amount of the original, as well as of the reduced, capital, and he approved a minute in this form:—"The capital of the West Cumberland Iron and Steel Co. (Limited and Reduced) is from henceforth £360,000 divided into 24,000 shares of £15 each, upon each of which the sum of £14 has been, and is deemed to be, paid up, instead of the original capital of £600,000 divided into 24,000 shares of £25 each, with £24 paid up." And the special resolution was confirmed, with liberty to discontinue the words "and reduced" forthwith.—COUNSEL, Marten, Q.C., and F. B. Palmer. SOLICITORS, Helder & Roberts, for Brookbank, Helder, & Brookbank, Whitehaven.

Re EXCHANGE DRAPERY CO.—Kay, J., 2nd March.

COMPANY—WINDING UP—SURPLUS ASSETS—DISTRIBUTION AMONG SHAREHOLDERS—INTEREST ON ADVANCED PAYMENTS ON SHARES.

In this case a question was raised as to the distribution, in the winding up of a company, of the surplus assets among the shareholders. The shares of the company were of the nominal value of £10 each, and a certain number of these, called "vendors' shares," had been allotted as fully paid up to certain persons in part payment by the company of their business premises and goodwill. Clause 11 of the articles of association provided that the holders of these shares should be entitled to dividends upon so much thereof as should be equal to the amount which, for the time being, should be paid up upon the ordinary shares of the company, and should be entitled also to interest at five per cent. per annum upon such amount of the nominal value of those shares as should be equal to the amount, for the time being, not called up upon the ordinary shares. Shares in the company had also been issued to the public, but only £7 per share had been called up thereon. Resolutions having been passed for the voluntary winding up of the company, the assets were realized, and after providing for the debts and liabilities and the expenses of the winding up, there remained a considerable surplus for distribution among the shareholders. Out of this surplus the holders of vendors' shares were paid back the sum of £3 per share, thus reducing the amount paid up on those shares to £7, which was the amount paid up upon the ordinary shares. The question then arose whether, under the provisions of clause 11, the holders of vendors' shares were entitled to be paid a further sum in respect of interest on the £3 on each of their shares for the interval between the winding up and the date of the repayment, such £3 being regarded as the amount of the nominal value of their shares, not called up upon the ordinary shares. The question was raised on motion by the liquidator, and in support of the claim the case of *Dale v. Martin* (11 L. R. Ir. 371, 32 W. R. Dig. 36) was cited, where it was held that, under a clause in the articles of a company providing that sums paid on shares in advance of calls were to carry interest, such interest was recoverable as a debt against the assets of the company. On behalf of the general shareholders it was urged that the claim involved the preference of one class of shareholders over the others.

KAY, J., allowed the claim. His lordship said that, for the purpose of this application, clause 11 was binding, and it meant, *prima facie*, that the amount paid up on the vendors' shares beyond the amount paid on the ordinary shares should be treated as an advance to the company carrying interest. True, no shareholder could prove for interest in competition with outside creditors, but here all the creditors had been paid, and the court had to adjust the rights of the contributors among themselves. Now the repayment of the £3 per share to the advanced shareholders, as he would call them, would not, having regard to the contract, put them on an equality with the ordinary shareholders. In dealing with the surplus assets, it was the duty of the court so far as possible, to carry out the contract, and to preserve that equality, and this could only be done by allowing interest on the £3 per share from the date of the winding up to the date of the payment back. When that had been done all the shareholders would be on exactly the same basis, and whatever assets then remained would be distributed *pari passu* among them all.—COUNSEL, Theobald and Vernon R. Smith. SOLICITORS, Pattison, Wigg, & Co., for Broomhead, Wightman, & Moore, Sheffield; Fritchard & Sons, for Webster & Styring, Sheffield.

Re ALBION MUTUAL PERMANENT BUILDING SOCIETY—Chitty, J., 2nd March.

WINDING UP—VESTING ORDER—SECURITY—COMPANIES ACT, 1862, s. 203.

In this case the society being in liquidation and a vesting order having been made under section 203 of the Companies Act, 1862, vesting in the official liquidator the greater part of the outstanding property of the society, a similar order for the vesting of the remainder, stated to be of some £2,000 in value, was asked for. It was stated that the liquidator had already given £10,000 security, and the question arose whether further security should be required. It appeared that the property would be sold under the direction of the court and the money paid into court.

CHITTY, J., said that the preferable course was to make an order as asked, the liquidator to give such further security, if any, as should be settled by the judge in chambers.—COUNSEL, Romer, Q.C., and Eves. SOLICITORS, Bolton, Robbins, Busk, & Co., for Strickland & Roberts, Bristol.

ATTORNEY-GENERAL v. ANDERSON—Kekewich, J., 8th March.
DISSENTERS' CHAPELS ACT (7 & 8 VICT. c. 45), s. 2—"PROTESTANT DISSENTERS OF THE PRESBYTERIAN OR INDEPENDENT DENOMINATION"—
ENGLISH PRESBYTERIAN CHURCH.

In this case two questions arose—(1) What was the true construction of a trust of a meeting-house "for Protestant Dissenters of the Presbyterian or Independent denomination"? and (2) What was the true construction of section 2 of the Dissenters' Chapels Act (7 & 8 Vict. c. 45), and whether it applied in the circumstances hereafter stated? By an indenture of February 15, 1766, one Emma Miles granted to certain persons as trustees a messuage at Tooting Graveney "Upon trust that the trustees should at all times thereafter permit and suffer the premises to be used and enjoyed as and for a meeting-house or place for Protestant Dissenters of the Presbyterian or Independent denomination to worship in as the same are now used without receiving any rent or recompense for the same so long as the present or any future laws of Great Britain do and shall tolerate Protestant Dissenters from the present Established Church of England to worship God in the same meeting-house." There were other grants of property made from time to time for the benefit of the chapel by deeds in much the same terms, and a series of ministers had been appointed, some entertaining admittedly Presbyterian views and others Independent views, since the date of the deed. For the last eighty years, before the commencement of this action, which was begun in 1880, Independent ministers had officiated there. In 1880, and also in January, 1881, the defendant, William Anderson, the minister of the chapel, and a number of the members presented a petition to the London Presbytery of the Presbyterian Church of England, praying for admission to that body; and on May 25, 1881, the presbytery affected to receive the defendant and members of his congregation into fellowship with that body. This was an action by G. P. Haakins, one of the members of the chapel congregation, claiming administration of the trusts of the indenture of February 15, 1766, and other trust deeds relating to the chapel; for the appointment of new trustees; and for a declaration that the meeting-house in the events which had happened, or pursuant to the Act 7 & 8 Vict. c. 45, was for the exclusive use of the denomination known as Independent or Congregationalist, and for an injunction restraining the defendant from celebrating public worship in accordance with the usages of the Presbyterian Church of England.

KEKEWICH, J., said that it was clear that the words in the deed referred to two distinct bodies—two out of the three into which the mass of Dissenters in this country in the last century were divided, Presbyterians, Independents, and Baptists. The trust was for both or either of the two bodies, Presbyterians or Independents. The next question was whether the Dissenters' Chapels Act applied, the building having for upwards of eighty years been used as an Independent chapel. The Act, in his opinion, did not operate in favour of the plaintiff. The section was as follows:—"That so far as no particular religious doctrines, or opinions, or mode of regulating worship are on the face of the will, deed, or other instrument declaring the trusts of any Dissenting meeting-house, either in express terms or by reference to some book or other document as containing such doctrines, or opinions, or mode of regulating worship required to be taught or observed or forbidden to be taught or observed therein, the usage for twenty-five years immediately preceding any suit relating to such meeting-house of the congregation frequenting the same shall be conclusive evidence that such religious doctrines, or opinions, or mode of worship as have for such period been taught or observed in such meeting-house may properly be taught or observed in such meeting-house, and that the right of the congregation to the meeting-house and property shall not be called in question on account thereof." There was no declaration in this deed or by reference as to the doctrine to be taught, since the terms Presbyterian or Independent did not, as there used, imply any particular doctrine. The statute merely protected a usage continued for the period of twenty-five years, it was not meant as a weapon of attack where an alteration was made in doctrine taught: *Attorney-General v. Bunce* (6 Eq. 563). As to whether the transfer was properly made, his lordship thought it had not been made with due formalities, and that if it could be done at all it must be by the unanimous consent of the members. But, further, it would be contrary to the essential nature of the trust, which contemplated congregations independent of control by other congregations or bodies, the name Presbyterian implying, at the time the deed was executed, no system of church government by presbyteries, synods, or assemblies such as now existed in the Presbyterian Church of England, which had been established in 1876. There would be a declaration that it was not competent to the meeting of February 14, 1881 (at which the petition was signed), to subject the property of the chapel to the control of the Presbyterian Church of England, but that the same ought to be enjoyed by the Protestant Dissenters, Presbyterian or Independent, worshipping therein, as if no resolution to join the English Presbyterian Church had been passed.—COUNSEL, *Coxen-Hardy, Q.C., Aspland, Q.C., and Lemon; Gainsford Bruce, Q.C., and Pownall; Silem.* SOLICITORS, *Shepherd & Sons; Lucas & Sons.*

TARN v. TURNER—Kekewich, J., 5th March.

MORTGAGOR AND MORTGAGEE—LESSEE FOR YEARS—RIGHT TO REDEEM.

By an agreement in writing of February 5, 1885, the defendant, A. Wilson, the lessee for a long term of a house called "Fontainebleau," at Anerley Park, Surrey, agreed to grant the plaintiff, W. F. Tarn, a sub-lease of the premises for twenty-one years from March 25, 1885, determinable at seven or fourteen years, at £150 per annum; the sub-lessee to do certain repairs, the cost of which was to be repaid at the end of the term. The plaintiff entered into possession, and did the

repairs. On July 27, 1885, he received notice from the defendant, C. R. Turner, the executor of the mortgagee of the premises, under a mortgage antecedent to the agreement to sub-lease, and dated January 27, 1881, not to pay rent to W. F. Tarn, the mortgagee; and on September 3, 1885, a further notice requiring him thenceforth to pay his rent to the defendant, C. R. Turner, which he did. The defendant, C. R. Turner, subsequently refused to recognize the agreement for a sub-lease, or to acknowledge the right claimed by the plaintiff of redeeming the premises. This was an action for specific performance of the agreement of February 5, 1885, and claiming as against C. R. Turner redemption of the premises and a reconveyance. His lordship held that the agreement with the plaintiff for a sub-lease had in fact been adopted by the mortgagees, and was equivalent to a lease under the circumstances.

KEKEWICH, J., said he should decide the case as a question of principle. The right known as "the equity of redemption" in any premises owed its origin to the form taken by a legal mortgage by absolute conveyance of freehold land, subject to a proviso. A mortgage from the point of view of equity was merely a security for repayment of money, and the mortgagee when repaid had to reconvey. This right was held to be an interest in land, and was vulgarly known as "the equity of redemption." The mortgagor could deal with that interest by way of demise or otherwise, and the right to redeem followed the interest. Hence, a person entitled to any interest carved out of the mortgagor's estate could redeem. It had been urged that this rule, though applying to life estates, jointures, or portions did not extend to leases for years. There was no direct decision in the books on the point, but this was clear from the authorities that a person having any interest in the equity of redemption may redeem. Why should that not include an assignee by demise? In *Keech v. Hall* (1 Dougl. 21) a remark of Lord Mansfield threw some light on the point. He there said, "Where the lease is not a beneficial lease, it is for the interest of the mortgagee to continue the tenant, and where it is, the tenant may put himself in the place of the mortgagor, and either redeem himself or get a friend to do it." Lord Mansfield (and he agreed with that view) did not mean that there was any difference for this purpose, as regarded the right of redemption, between a beneficial lease and a lease not beneficial. The argument that a tenant for years was not a necessary party to a foreclosure action was met by the fact that in such actions the tenants' rights were not affected. In *Pearce v. Morris* (5 Ch. 227) Mr. Jessel, *arguendo*, said: "Of course, any person who is entitled to an interest in any part of the land may redeem"; and that, at least, shewed what he thought, though, of course, it had no binding force on a judge. On the whole, his lordship could not see why the principle should not apply to a tenancy for years, which was an interest carved out of the mortgagor's interest, and in so deciding he was not extending, but applying it. A decree for redemption would be made, with costs.—COUNSEL, *Warnington, Q.C., and D. L. Alexander; Barber, Q.C., and H. C. Deane.* SOLICITORS, *W. F. Tarn; Morley & Shirreff.*

HIGH COURT.—PROBATE, &c., DIVISION.

HEYES v. HEYES AND MASON—5th March.

DIVORCE SUIT—HEARING WITHOUT A JURY—REHEARING—MOTION TO DIVISIONAL COURT—DIVORCE RULES, r. 62.

This was a husband's undefended suit for a dissolution of marriage on the ground of his wife's adultery with the co-respondent, and was tried without a jury before Rutt, J., who held that the adultery of the respondent had been proved, but that the petitioner, who had ceased to cohabit with the respondent on the ground of her drunken habits, and had for five years contributed nothing to her maintenance and made no inquiries about her, had been guilty of wilful misconduct conducing to her adultery, and he accordingly dismissed the petition (13 P. D. 11, *ante*, p. 11). On behalf of the petitioner an application for a rehearing was now made to Hannen, P., and Manisty, J., sitting as a divisional court. Hannen, P., expressed an opinion that, as the suit had been heard without a jury, the application ought to have been made to the Court of Appeal, but it was pointed out that under rule 62 of the Divorce Rules, which was one of the amended rules made in August, 1885, it is provided that "an application for a new trial of the issues of fact tried before a jury or for a rehearing of a cause shall hereafter be made to a divisional court of the Probate, Divorce, and Admiralty Division"—a provision which assimilated the practice in divorce suits to that enacted by ord. 39, rr. 1—3, of R. S. C., 1883, in ordinary actions.

HANNEN, P., observed that the effect of the rule was not what had been contemplated, but that it was impossible to explain away the words "or for a rehearing of a cause." The Court accordingly heard the application, and ultimately held that the decision of Rutt, J., was correct, and that there ought not to be a rehearing of the suit.—COUNSEL, *C. A. Middleton.* SOLICITORS, *Chesler, Mayhew, Broome, & Griffiths.*

CASES AFFECTING SOLICITORS.

Ex parte BROWN, *Re* SUFFIELD & WATTS—C. A. No. 1, 2nd March.
SOLICITOR—COSTS—"PROPERTY RECOVERED OR PRESERVED"—CHARGING ORDER—PRIORITY—CLAIM OF LANDLORD FOR RENT—SOLICITORS' ACT, 1860 (23 & 24 VICT. c. 127) s. 28—BANKRUPTCY COURT—REHEARING—JURISDICTION—BANKRUPTCY ACT, 1883, s. 104.

This was an appeal from a decision of Cave, J. (*ante*, p. 167, 36 W. R. 303),

the question being as to the priority of a solicitor in respect of a charging order obtained by him under section 28 of the Solicitors Act of 1860, which provides that it shall be lawful for the court or judge before whom any suit, matter, or proceeding has been heard, or shall be depending, to declare the solicitor employed to prosecute or defend it "entitled to a charge upon the property recovered or preserved; and upon such declaration being made, such solicitor shall have a charge upon and against and a right to payment out of the property, of whatsoever nature, tenure, or kind the same may be, recovered or preserved through the instrumentality of any such solicitor, for the taxed costs, charges, and expenses of or in reference to such suit, matter, or proceeding; and it shall be lawful for such court or judge to make such order or orders for taxation of and for raising and payment of such costs, charges, and expenses out of the said property as to such court or judge shall appear just and proper; and all conveyances and acts done to defeat, or which shall operate to defeat, such charges or right, shall, unless made to a *bond fide* purchaser for value without notice, be absolutely void and of no effect against such charge or right." In the present case an action was brought in the Chancery Division, by Suffield against Watts, for the dissolution of a partnership between them, and judgment was given for a dissolution, and the taking of certain accounts, and a receiver of the partnership assets was appointed. After this both the partners were adjudicated bankrupt, and an order was made transferring the action to the Queen's Bench Division in Bankruptcy. The solicitor applied to Cave, J., in bankruptcy for an order under section 28 declaring him entitled to a charge on the assets received by the receiver in the action, and an order was made on the 6th of April, 1887, directing the receiver, out of the moneys in his hands as receiver, to pay the solicitor his taxed costs of the action. The order as drawn up was entitled in the bankruptcy, in the action, and in the matters of the Solicitors Act and the solicitor. Before the order was made, applications had been made to the receiver by the landlord of the premises in which the bankrupts had carried on their business for the payment of three quarters' rent, two of which had become due before the bankruptcy. The landlord had not distrained. Before he made the order, Cave, J., was not informed of the claim of the landlord. Some time afterwards, no payment having been made to the solicitor, the receiver, having moneys in his hands, applied to Cave, J., for directions how he should apply them. Both the solicitor and the landlord were represented on the hearing of the application. The moneys in the receiver's hands amounted to £84; the landlord's claim was £49; the solicitor's taxed costs amounted to more than £100. Cave, J., held that the landlord was entitled to priority over the solicitor, and varied the former order by directing the receiver to pay £49 to the landlord, and to pay the residue of the £84 to the solicitor. This order was entitled only in the bankruptcy and in the action.

THE COURT (Lord Esher, M.R., and Fry and Lopes, L.J.J.) reversed the decision. Lord Esher, M.R., said that the question whether the rent due to the landlord ought to have priority over the charge in favour of the solicitor might have presented some difficulty had not a succession of cases decided (as it seemed to his lordship) that so long as the money recovered or preserved by the solicitor had not been paid away to anyone, the charge in favour of the solicitor was effectual as against everyone, except a *bond fide* purchaser for value without notice. In *Dallow v. Garrod* (14 Q. B. D. 543) it was expressly decided that this was the effect of section 28. In that case his lordship himself had said: "It has, in effect, been argued that any person who *bond fide* issues a garnishee summons is a purchaser without notice. I really think that the statute means what it says; it means a person who has actually purchased without notice the 'property recovered or preserved,' and who has paid in money the price for it." It was quite clear that the landlord was not such a purchaser. That case was a decision of the Court of Appeal. A charging order in favour of a solicitor under section 28 gave him priority over everyone except a *bond fide* purchaser for value without notice, so long as the money remained in the hands of a person over whom the court had jurisdiction. That case adopted and approved some former decisions of the Court of Appeal. On principle and authority the charging order had priority over the claim of the landlord, i.e. not having previously levied any distress, just as the charge would have priority over a judgment creditor who had not levied execution. Fry, L.J., said that the only ground suggested for giving the landlord priority was that he might have levied a distress for the rent. But he had not distrained, and had allowed the property upon which he might have levied to be otherwise applied, and he had no right to follow the proceeds. The words of section 28 amounted to a declaration that the charging order, when it was made, was to have priority over every claim except that of a *bond fide* purchaser for value without notice. This was plain, not only from the words of section 28, but from a line of decisions. Lopes, L.J., concurred.

Another point argued was whether Cave, J., after he had made the order of the 6th of April, and the order had been completed, had any jurisdiction to rehear the matter. It was contended that he had power to do so, because section 104 of the Bankruptcy Act, 1883, provides that "Every court having jurisdiction in bankruptcy under this Act may review, rescind, or vary any order made by it under its bankruptcy jurisdiction."

THE COURT said that the order of the 6th of April was not made in the bankruptcy jurisdiction, but in the jurisdiction under the Solicitors Act, and therefore, according to *Re St. Nazaire Co.* (12 Ch. D. 88), there was no jurisdiction to rehear the matter. But Cave, J., had not been asked to rehear it, and he did not profess to do so.—COUNSELL, Dundas Gardner; F. Cooper Willis. SOLICITORS, T. J. Pullen; Jennings & Sons.

LAW SOCIETIES.

EXTENSION OF COUNTY COURT JURISDICTION.

A meeting of delegates from the law societies in the county court districts of Halifax, Huddersfield, and Dewsbury was held on Monday, March 5, at the rooms of the Huddersfield Incorporated Law Society. The meeting was called at the suggestion of the Dewsbury Law Society. The delegates appointed to represent the three societies were as follows:—Halifax, Messrs. W. Storey, T. England, and G. B. Humphreys; Huddersfield, Messrs. S. Learoyd, W. Armitage, and W. Rameden; Dewsbury, Messrs. J. Ibberson, T. L. Chadwick, and C. A. Ridgway.

The chair was taken by Mr. J. IBBERSON, as representing the Dewsbury society, which had taken the initiative in the matter.

After some discussion it was resolved, on the motion of Mr. S. LEAROYD, seconded by Mr. T. ENGLAND, that it is expedient that there should be an extension of the common law jurisdiction of the county courts, and that the Incorporated Law Society of the United Kingdom be requested to take action in the matter, and to invite the co-operation of the provincial law societies.

It was also resolved, on the motion of Mr. S. LEAROYD, seconded by Mr. C. A. RIDGWAY, that his Honour Judge Snagge be respectfully requested to bring the subject of the foregoing resolution before the next meeting of the county court judges, with a view to suggesting that such judges should call the attention of the several law societies of the districts over which they preside to the subject of the extension of the county courts jurisdiction, in order that they may take similar action to that which has been adopted by this joint committee, and that a copy of this resolution be forwarded to his Honour.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.—March 6.—Mr. Thomas Douglas in the chair.—Mr. Charles Russell, jun., opened the subject appointed for debate—"That the treatment of persons convicted under the Crimes Act in Ireland is unworthy of the British Government, and deserves the condemnation of this society." Mr. Frank Bodilly opposed. Messrs. Fitzmaurice, Cuthbert, Curtis, and Blagg followed in the affirmative, and Messrs. Allen, Crawford, Muir, Plaskitt, Ogle, and Todd in the negative. Mr. Russell having replied, the chairman put the motion, which was lost by a majority of 6 votes. There were 32 members and 2 visitors present.

LEGAL NEWS.

OBITUARY.

Mr. JOSEPH BARCLAY, solicitor (of the firm of Barclay & Taylor), of Macclesfield, died suddenly on the 29th ult. from disease of the heart. Mr. Barclay was born in 1838. He was admitted a solicitor in 1862, having been articled to Mr. Thomas Cooper, of Congleton. He had since conducted a large practice at Macclesfield. He had held the office of town clerk of the borough since 1879. He was originally in partnership with the late Mr. Samuel Higginbotham, and he had been for some time associated with Mr. William Frederick Taylor. He was also clerk to the Macclesfield Burial Board.

Mr. GEORGE FREDERICK WELLINGTON LANGDON, solicitor (of the firm of Hearn, Langdon, & Hearn), of Buckingham, died on the 18th ult. from consumption, after a long illness. Mr. Langdon was the second son of Mr. William Langdon, of Crediton, and was born in 1847. He served his articles with his uncle, Mr. George Nelson, of Buckingham, and he was admitted a solicitor in 1870. Soon after his uncle's death he went into partnership with Mr. Henry Hearn, who is town clerk of Buckingham, and registrar of the Buckingham County Court, and whom he afterwards succeeded in the office of clerk to the Buckingham Board of Guardians. Mr. Thomas Risley Hearn afterwards joined the firm. Mr. Langdon was also clerk to the Buckingham Rural Sanitary Authority, Assessment Committee, and School Attendance Committee. He was buried on the 23rd ult.

Mr. MORTIMER NEVILLE WOODARD, barrister, died at Henfield, Sussex, on the 17th ult. Mr. Woodard was the son of the Rev. Nathaniel Woodard, Canon of Manchester, and was born in 1840. He was formerly an officer in the 88th Regiment, and he received a medal for his services during the Indian Mutiny. He was called to the bar at the Middle Temple in Trinity Term, 1868, and he practised on the Northern Circuit and at the Manchester, Salford, Wigan, and Bolton Sessions. Mr. Woodard was married in 1863 to the daughter of Mr. Paul Wilmot, barrister.

APPOINTMENTS.

Mr. ROBERT SUTHERLAND TAYLOR MACEWEN, barrister, has been appointed to officiate as Recorder of Rangoon. Mr. MacEwen is the eldest son of Dr. Alexander MacEwen, of Evelex, Sutherlandshire. He was born in 1840, and was educated at the University of Edinburgh. He was called to the bar at Lincoln's Inn in Michaelmas Term, 1876, and he was for several years one of the judges of the Calcutta Court of Small Causes.

Mr. JOHN WESTLAKE, LL.D., Q.C., who has been elected Whewell Professor of International Law in the University of Cambridge, in succession to the late Sir Henry James Sumner Maine, is the only son of Mr. John Westlake, of Lostwithiel, and was born in 1828. He was formerly a Fellow of Trinity College, Cambridge, whence he graduated as sixth wrangler and also in the first class of the classical tripos in 1850. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1854, and he practised for many years in the Chancery Division. He became a Queen's Counsel in 1874. Professor Westlake is an honorary LL.D. of the University of Edinburgh, a bencher of Lincoln's-inn, and recorder of the borough of Lostwithiel. He was M.P. for the Romford Division of the county of Essex in the Liberal interest from December, 1885, till June, 1886.

Mr. DOSSEY WIGHTMAN, solicitor (of the firm of Wightman & Nicholson), of Sheffield and Dronfield, has been elected President of the Sheffield District Incorporated Law Society for the ensuing year. Mr. Wightman is coroner for the Sheffield Division of the West Riding of Yorkshire. He was admitted a solicitor in 1858.

Mr. GEORGE DENNIS DAY, solicitor (of the firm of Wallingford, Day, & Son), of Huntingdon and St. Ives, has been appointed Assistant-Clerk to the St. Ives Board of Guardians. Mr. Day is the son of Mr. George Newton Day, clerk to the guardians, and town clerk of St. Ives. He is an LL.B. of St. John's College, Cambridge, and he was admitted a solicitor in 1885.

Mr. CHARLES WILLIAM LANE, solicitor, of Northampton, Kettering, and Thrapston, has been appointed Assistant-Clerk to the Kettering Board of Guardians. Mr. Lane was admitted a solicitor in 1865.

Mr. WILLIAM MITCHELL, solicitor, of 25, Fenchurch-street, has been appointed a Commissioner for taking Affidavits in the Supreme Court of the Colony of New South Wales.

Mr. EDWARD GODFREY, solicitor (of the firm of Godfrey & Robertson), of 40, Chancery-lane, W.C., and 34, Loudoun-road, St. John's Wood, N.W., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Godfrey is also a commissioner to administer oaths for Ireland and the Colony of Victoria.

Mr. WILLIAM MORGAN JELLET, barrister, has been appointed Private Secretary to the Lord Chancellor of Ireland.

Mr. JOSHUA SAMUEL HITCHCOCK ATKINSON, solicitor, of Shirley, Hampshire, has been appointed a Commissioner for taking Affidavits in the Supreme Court of the Cape of Good Hope.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

HENRY MONTAGUE TRENCHARD and JOHN RATCLIFF, solicitors (Trenchard & Ratcliff), of Taunton. Feb. 25. [Gazette, March 6.]

GENERAL.

The Lunacy Acts Amendment Bill was read a second time in the House of Lords on the 2nd inst.

It is stated that Mr. Bell, clerk of the peace for Westmoreland and deputy county court judge, died at Appleby on Wednesday morning. He had been clerk of the peace over forty years.

It is stated that with the view of shortening the addresses of persons occupying chambers in the Inner Temple, each house has now been numbered in rotation, by order of the treasurer, Sir Patrick Colquhoun, Q.C., and in future the name, number, and the word "Temple" will be sufficient address both for telegraphic and postal purposes. The former local designations will, however, in nowise be interfered with, and may still be used if preferred.

Some weeks ago the treasurer of the Middle Temple, Sir Henry James, submitted to the benchers a plan for affording to the students instruction by means of lectures upon subjects not strictly of a legal character, such as mechanical science, electricity, chemistry, and medical jurisprudence. The benchers having given their approval to the proposed plan, it was on Tuesday announced to the students. Sir Henry James said that Mr. T. Aston, Q.C., and Mr. Moulton, Q.C., had most kindly volunteered to lecture upon mechanical science, chemistry, and electricity as applied to the industrial arts, while Dr. M. Tidy would deliver twelve lectures upon medical jurisprudence. The lectures will commence in Easter Term, examinations taking place, and prizes being given at the end of the year.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Mar 12	Mr. Clowes	Mr. Jackson	Mr. Leach	Mr. Lavin
Tuesday .. 13	Koe	Carrington	Beal	Pugh
Wednesday 14	Carrington	Jackson	Leach	Lavin
Thursday .. 15	Jackson	Carrington	Beal	Pugh
Friday .. 16	Pugh	Jackson	Leach	Lavin
Saturday .. 17	Lavin	Carrington	Beal	Pugh

	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWICH.
Monday, March .. 12	Mr. Ward	Mr. Koe	Mr. Godfrey
Tuesday .. 13	Pemberton	Clowes	Roit
Wednesday .. 14	Ward	Koe	Godfrey
Thursday .. 15	Pemberton	Clowes	Roit
Friday .. 16	Ward	Koe	Godfrey
Saturday .. 17	Pemberton	Clowes	Roit

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARMY AND NAVY DEPOSITORY, LIMITED.—Kay, J., has, by an order dated Feb 25, appointed Francis Henry Denman, Phoenix yard, Oxford circus, provisional official liquidator.

ENGLISH FARMERS' MEAT SUPPLY ASSOCIATION, LIMITED.—Chitty, J., has, by an order dated Jan 30, appointed Oscar Berry, 6, Arthur st East, official liquidator.

STANDARD LEAD MINE, LIMITED.—Chitty, J., has, by an order dated Nov 5, appointed James Leopold Fiedler, 21, Queen Victoria st, official liquidator.

WEST OF ENGLAND COMPRESSED PEAT CO., LIMITED.—Creditors are required, on or before April 5, to send their names and addresses, and particulars of their debts or claims, to Edward Henry Shorro, Hills Court, Exeter. Thursday, April 12, at 12, is appointed for hearing and adjudicating upon debts and claims.

UNLIMITED IN CHANCERY.

EXETER TRAMWAYS CO.—Petn for winding up, presented March 1, directed to be heard before Stirling, J., on March 10. Wilkins & Co, Gresham House, Old Broad st, solors for petners.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL VICTORIA LOAN AND BANKING CO., LIMITED.—Creditors are required, on or before March 29, to send their names and addresses, and particulars of their debts or claims, to John Stubbs, 41, North John st, Liverpool. April 19, at 11, is appointed for hearing and adjudicating upon debts and claims.

FRIENDLY SOCIETIES DISSOLVED.

DIWIGWYE BETHESDA FRIENDLY SOCIETY, Bethesda, Carnarvon. Feb 27.

SIR ROBERT NAPIER LODGE, 564, U.A.O.D., Lord Nelson Inn, Brompton, Kent. Feb 28.

WELLESBOURNE CHAIN OF FRIENDSHIP SOCIETY, Free School, Wellesbourne Warwick. Feb 27.

London Gazette.—TUESDAY, March 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CENTRAL TRANSVAAL GOLD MINING CO., LIMITED.—Stirling, J., has fixed March 16, at 12, at his chambers, for appointment of official liquidator.

EAST LONDON TRADING CO., LIMITED.—Petn for winding up, presented March 6, directed to be heard before Chitty, J., on Saturday, March 17. Montagu, Bucklersbury, solor for petners.

ECLIPSE PORTLAND CEMENT CO., LIMITED.—By an order made by Stirling, J., dated Feb 25, it was ordered that the company be wound up. Mander & Watson, New sq, Lincoln's inn, solors for petner.

EDWIN FOX & CO., LIMITED.—Kay, J., has, by an order dated Feb 17, appointed Mr. John Ball Ball, 1, Gresham bldg, official liquidator.

NEW UTTO PRINTING CO., LIMITED.—Petn for winding up, presented March 2, directed to be heard before Kay, J., on Saturday, March 17. Vanderpump & Eve, Gray's inn sq, solors for petner.

STOWE'S BRITISH WINE CO., LIMITED.—Petn for winding up, presented March 5, directed to be heard before North, J., on Saturday, March 17. Munns & Longden, Old Jewry, solors for petners.

UNIED KINGDOM LAND AND BUILDING ASSOCIATION, LIMITED.—Chitty, J., has, by an order dated September 1, appointed Henry Crunden Sargent, Suffolk House, Laurence Pountney hill, official liquidator. Creditors are required, on or before April 17, to send their names and addresses, and particulars of their debts or claims, to the above. Tuesday, May 8, at 12.30, is appointed for hearing and adjudicating upon debts and claims.

WEST CENTRAL DISCOUNT CO., LIMITED.—By an order made by Stirling, J., dated Feb 25, it was ordered that voluntary winding up be continued. Monckton & Co., Lincoln's inn fields, agents for Sankey, Margate, solor for petners.

YEOLAND CONSOLS, LIMITED.—By an order made by Stirling, J., dated Feb 25, it was ordered that voluntary winding up of above be continued. Slade & Munk, Clement's lane, solors for petner.

UNLIMITED IN CHANCERY.

EXETER TRAMWAYS CO.—Petn for winding up, presented March 2, directed to be heard before Stirling, J., on March 17. Webb & Templeton, Essex st, Strand, solors for petner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

H. WIGHTMAN & CO., LIMITED.—The Vice-Chancellor has, by an order dated Feb 25, appointed David Gibson, 1, South John st, Liverpool, official liquidator. Creditors are required, on or before March 29, to send their names and addresses, and particulars of their debts or claims, to the above. Monday, April 9, at 11, is appointed for hearing and adjudicating upon debts and claims.

MACLAREN & APPELEY, LIMITED.—The Vice-Chancellor has fixed March 16, at 12.30, at his chambers, 2, Clarence st, Manchester, for appointment of official liquidator.

WOOD & WRIGHT, LIMITED.—By an order made by Bristol, V.C., dated Feb 14, it was ordered that voluntary winding up of company be continued. Shaw & Trueman, Gray's inn sq, agents for Legard, Manchester, solor for petners.

FRIENDLY SOCIETIES DISSOLVED.

COURT HALDENBY PARK, ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, Friendship Inn, Luddington, Goole, Lincoln. March 1.

LIVERPOOL SEAMEN'S PROTECTIVE SOCIETY, 7, Mariners' parade, Liverpool March 1.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 2.

MURRAY, GEORGE, King's rd, Chelsea, Gent. March 20. Allum v Murray, Chitty, J. Sydney, Aldersgate st.

London Gazette.—TUESDAY, March 6.

TUBE, ALFRED JOHN, Ashchurch ter, Shepherd's Bush, Builder. April 7. Abercrombie v Tubb, Stirling, J. Bradley, Mark lane.

GOLDING, GEORGE, Liverpool, Estate Agent. April 4. Golding v Golding, Kekewich, J. Kirk, Liverpool.

YOUNG, JOHN, Southport, Gent. April 8. Young v Young, Registrar, Manchester. Young, Manchester.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 24.

ALLEN, ALEXANDER, Albert rd, Whalley Range, Manchester, Tailor and Draper. March 9. Crofton & Craven, Manchester
 ANDERSON, MARIA, Bedford. April 1. Jessopp & Son, Bedford
 AUSTIN, ANNE WINIFRED, Albrighton, Salop. March 20. Thorneycroft, Wolverhampton
 BAKER, FREDERICK WILLIAM, Chandos rd, Buckingham. March 20. Ramskill, Bolton rd
 BARKER, ALICE ROSA, Albrighton Hall, nr Wolverhampton. March 15. Thorneycroft, Wolverhampton
 BROWNING, HENRY, Grosvenor st, Grosvenor sq, Esq. March 31. Waddilove & Johnson, Knightbridge st
 CANE, REV. THOMAS COATS, Brackenhurst, Nottingham, Clerk in Holy Orders. April 17. Watson & Co, Nottingham
 CARELESS, WILLIAM, Broadway, Worcester, Yeoman. March 25. Eades & Son, Evesham
 DEATH, SARAH, Golder's gn, Hendon, April 23. Young & Co, Essex st
 DRIVER, SARAH, King's Arms Hotel, Keighley, York. March 1. Weatherhead & Co, Keighley
 FEW, MARY ANN, Grafton st, Cambridge April 6. Ginn & Matthew, Cambridge
 HAGGER, STEPHEN, Great Shelford, Cambridge, Retired Cordwainer. May 1. Ginn & Matthew, Cambridge
 HAYTON, REV THOMAS, Long Crendon, Bucks, Clerk, Vicar of Long Crendon. April 3. Godwin, Wool Exchange
 HEDDERLEY, EDWIN, Wakefield, Innkeeper. March 31. Stewart & Sons, Wakefield
 HENLEY, GEORGE, Drayton pk, Holloway, Gent. March 19. Newman & Co, Abchurch lane
 HENWOOD, JOHN, Plymouth, Gent. April 20. Rooker & Co, Plymouth
 HINE, HENRY JOHN, Hook rd, Surbiton, Gent. March 23. Smith Gt James st
 HIRD, FREDERICK WILLIAM, Leeds, Professor of Music. April 2. Dawson & Chapman, Leeds
 HUTCHINS, SARAH ELIZABETH, Redland pk villas, Bristol. March 17. Hutchins, Newport, Mon
 JAVAN, SELINA, Brackenbury rd, Shepherd's bush. March 31. Speechly & Co, New Inn
 JONES, WALTER, Meien st, Redditch, Worcester, Manufacturer's Foreman. May 1. Holt, Bromsgrove
 LAMPTY, GEORGE, Somers' rd, Barbourne, Bricklayer. April 10. Stallard & Son, Worcester
 LANGHOEN, HUGH, Kendal, Westmorland, Gent. April 14. Arnold & Greenwood, Kendal
 LIPSTROT, HENRY, Bold st, Southport, Lancashire, Lodging house Keeper. March 20. Lynch & Tebbay, Liverpool
 MAUNSELL, THOMAS COCKAYNE, Bushey, Herts, late Captain in 12th Royal Lancers. April 4. Baker & Co, Lincoln's inn fields
 MILLEN, ALBERT, Monks Farm, Lynsted, Kent, Farmer. April 9. Tassell & Son, Faversham
 MUTTER, JAMES, Brooklands, Chester, Gent. Mar 23. Boote & Edgar, Manchester
 PRUDHON, ROBERT, Norfolk Arms, Strand, Licensed Victualler. Mar 31. Hands, Old Jewry chambers
 PURSER, MARY ANN, Bedford. April 1. Jessopp & Son, Bedford
 REES, JOHN, Gorseinon, Glamorgan, Licensed Victualler. Mar 21. Beor & Co, Swansea
 REID, WILLIAM SWIRELL, Threadneedle st, Esq. Mar 31. Robbins & Co, Gresham House, Old Broad st
 RIDSDALE, MARY, Kirbymisperton, York. March 24. Whitehead, Pickering
 SALTER, WILLIAM, St James's pl, Exeter, Gent. March 25. Tozer & Co, Exeter
 SPEY, EDWARD GEORGE, Kenwyn, Cornwall, Gent. March 20. Carlyon & Kerby, Truro
 STALLARD, JOSIAH, Claines, Worcester, Wine Merchant. April 30. Stallard & Son, Worcester
 SWAN, ELIZABETH, Holmisme, Oxtou, Chester. March 15. Roberts, Birkenhead
 SWINDLELL, JOHN, Westgate, Bradford, Licensed Victualler. April 25. Hand, Macclesfield
 TANDY, RICHARD, Evesham. March 25. New & Co, Evesham
 TASKER, HELEN ANN, Brentwood, Essex. March 31. Hawks & Co, Borough High st
 VASSALL, JAMES, St Nicholas st, Scarborough, Jeweller. March 24. Hart, Scarborough
 WALKER, JOSEPH, Bright st, Halifax, Gent. March 17. Beldon & Ackroyd, Bradford
 WILSON, JOHN, Berwick upon Tweed. March 3. R. & T. Douglas, Berwick upon Tweed
 WOLVERTON, Lord, The Right Hon GEORGE GREENFELL, Iwerne Minster, Dorset. April 20. Lawford & Co, Austin Friars
 YERBURY, MARY, Betton st, Belle Vue, Shrewsbury. March 31. Wade, Shrewsbury

London Gazette.—TUESDAY, Feb. 28.

ALLAWAY, HENRY, Denmark terr, Leytonstone, Brick Agent. March 24. Walker & Baskincomb, Basinghall st
 BATTIE, HENRY, Upperthorpe, Sheffield, Gent. March 17. Marshall, Sheffield
 BIRTWISTLE, COL WOOD, Pilling st, Rochdale rd, Manchester, Gent. April 7. Jones, Manchester
 BOTHAM, JOHN ROBINSON, Mt Pleasant, Lichfield, Gent. April 21. Saunders & Co, Birmingham
 BUTLER, GEORGE HENRY, Eagle Cottages, Old Kent rd, Greengrocer. March 20. Pope, Grecian chambers
 COOK, GEORGE HENRY, Henrietta st, Bath, Solicitor. March 17. Timmins, Bath
 COOPER, WILLIAM THOMAS, Kildermminster, Painter. March 10. Ivans & Moxton, Kildermminster
 DOWNIE, ROBERT, Bentinck crescent, Newcastle on Tyne, Tailor. April 23. Mather & Co, Newcastle on Tyne
 FIELD, ELEANOR, High st, Ponder's end. March 25. Wells, Paternoster row
 GRAYSON, THOMAS, Hoyle st, Sheffield, File Maker. March 25. Barker, Sheffield
 HUNTER, FREDERICK NISER, Saddler st, Durham, Dealer in Fancy Goods. March 22. Marshall, Durham
 JOHNSTON, ALEXANDER, Higher Temple st, Choriton upon Medlock, Draper. April 30. Walley, Manchester
 KEANE, CECILIA, St Lawrence rd, North Kensington. April 6. Wells, South sq
 KEANE, CECILIA, St Lawrence rd, North Kensington. April 6. Wells, South sq
 KERVIL, ELIZABETH, Hope ter, Hornsey. March 22. Ohlson, Hornsey
 KNOTT, ANDREW, Queen's rd, Oldham, Lancaster, Estate Agent. March 31. Clark & Jackson, Oldham

MARTIN, RICHARD, Latona rd, Glengall rd, Bedding Manufacturer. March 25. Simpson & Co, Three Crown sq
 MELLOR, GEORGE, London rd, Stoke upon Trent, Flint Miller. March 25. Keary & Co, Stoke upon Trent
 MOORHOUSE, JOSEPH, Chapman st, Hulme, Manchester. Cork Dealer. March 24. Mann & Rooke, Manchester
 MOORHOUSE, MARY ANN, Chapman st, Hulme, Manchester. Mar 24. Mann & Rooke, Manchester
 NOCK, JOHN, Olton, Solihull, Warwick, Restaurant Keeper. Apr 21. Saunders & Co, Birmingham
 PRABSE, HESTER ANNA, Vale sq, Ramsgate. Apr 28. Sankey & Flint, Canterbury
 PHIPPS, GEORGE WILLIAM HENRY, Liverpool, Law Stationer. Apr 18. Style, Liverpool
 SMITH, WILLIAM, Tavistock sq, Esq. Apr 14. Rhodes & Son, Skinners' Hall
 TAYLOR, JOHN WILLIAM, Moorfield House, Huddersfield, Merchant. May 1. Learoyd & Simpson, Huddersfield
 THOMPSON, WILLIAM, Shoreham st, Sheffield, Traveller. March 31. Fretton & Son, Sheffield
 WHITE, JOHN L'ESTRANGE, Regent st. April 7. Herbert, Cork st
 WILLIAMS, THOMAS, Sketty, Glamorgan, Gent. March 31. Beor & Co, Swansea
 YOUNG, CHARLES, Bleadon, Somerset, Yeoman. March 24. Wm Smith & Sons, Weston super Mare
 YOUNG, EDITH, Bleadon. March 24. Wm Smith & Sons, Weston super Mare

London Gazette.—FRIDAY, March 2.

ATKINS, RICHARD CHARLES, Bournemouth, Corn Merchant. April 27. Trevanion & Co, Bournemouth
 BAKER, JOHN, Ebberston, York, Esq. April 3. Whitehead, Pickering
 BATEMAN, WILLIAM HENRY, Crooms hill, Greenwich, Timber Preserver. March 31. Peace & Homewood, Old Jewry chhrs
 BAXTER, WILLIAM, Skirbeck, Lincoln, Yeoman. April 6. Millington & Simpson, Boston
 BUTT, JOHN, Abingdon villas, Kensington, Gent. April 14. Saxton & Son, Queen Victoria st
 COOPER, FRANCES, Elm grove, Peckham. April 1. Lawrence, Essex st, Strand
 CROCKER, EMANUEL, Gunnislake, Calstock, Cornwall, Merchant. May 1. Gard, Devonport
 DACE, ANNE, West Aytou York. April 14. Watts & Whiting, Scarborough
 DAVIDSON, MADGWICK SPICKER, Prince's sq, Gent. April 6. Davidson, Spring gardens
 DUMMELL, WILLIAM TOMLINSON, Brook rd, Lancaster, Plumber. March 24. Danger & Neville, Liverpool
 GEORGE, PHILIP HERBERT, Barrow Gurney, Somerset, Gent. March 31. Baker & Langworthy, Bristol
 GILBERT, SUSANNAH, Bath st, Southport, Lodging house Keeper. March 12. Fletcher & Worden, Southport
 HALL, RICHARD, National Liberal Club, Whitehall, Esq. April 1. Claremont, Marlborough chhrs
 HARRIS, SAMUEL, Towcester, Retired Milliner. March 23. Whittin, Towcester
 HEMMER, CHARLES, Lorrimer rd, Walworth, Gent. April 11. Barton, Blackfriars rd
 IRONS, SARAH ALBINA LOUISA, Oakley Flats, Oakley st, Chelsea. March 31. Baileys & Co, Berners st
 JANVIER, EMMA, Thoresby pk, Ollerton, Nottingham. April 5. Napoleon Argles & Co, Gt St Helen's
 JEFFERY, SUSAN, Tufnell pk rd. April 2. Maskell, Gt James st
 JOHNS, CATHERINE, Hollier st, Birmingham. March 31. Milward & Co, Birmingham
 KEANE, CECILIA, St Lawrence rd, North Kensington. April 6. Wells, South sq
 KENNEDY, MARGARET, Stone Cross, Ulverston. March 20. Park, Ulverston
 KERRILL, JOHN HENRY, Gower st, Farrier. March 25. Starling & Giblett, Gray's inn sq
 LAIDLAW, JAMES, Bakewell, Derby, Grocer. March 10. Brown & Ainsworth, Leeds
 LEWIS, JAMES, Charlotte st, Bristol, Esq. April 18. Gwynn & Gwynn, Bristol
 LUDOLF, MARIA ANNE, Tonbridge Wells. May 1. Palethorpe & Postlethwaite, Tonbridge
 MALEHAM, HENRY, Crookesmoor rd, Sheffield, Retired Chemist. April 14. Vickers & Co, Sheffield
 NICHOLSON, GEORGE, Evelyn st, Leeds, Clothier. March 31. Tunnelcliffe, Bradford
 PASCHAL, JANE, Chiswick. April 2. Eardley & Co, Charles st
 PHILE, MARTHA JANE, Gratton rd, Hammersmith. April 10. Bowlings & Co, Essex st
 POOCK, CAROLINE, Wivelscombe, Somerset. April 16. Gwynn & Gwynn, Bristol
 PRINCE, WILLIAM, Newton Regis, Warwick, Esq. April 3. Nevill & Atkins, Tamworth
 RATTREY, ANN, Richmond st, Newcastle upon Tyne, Handcart Proprietress. April 1. Bird, Newcastle upon Tyne
 ROBINSON, JAMES, Chipping, Lancaster, Farmer. March 20. Forshaw & Parker, Preston
 STEPHENS, JAMES, Bridge st, Manchester, F.R.C.S. April 11. Higham, Manchester
 THURSBY, CHARLES, Sherbourne, pl, Leamington. May 8. Field & Son, Leamington
 VICKERS, JOSEPH, Pottery Hill, Preston, Contractor. March 31. Thompson & Craven, Preston
 WALLIS, THOMAS JOSEPH, Eltham, Gent. April 11. Rose Innes & Co, Billiter sq
 WALTON, MARTHA, Langley, nr Wolverhampton. March 20. Thorneycroft, Wolverhampton
 WARREN, GEORGE, Tavistock st, Leamington, Licensed Victualler. April 31. Handley & Brown, Warwick
 WILLIAMS, THOMAS, Tutnalls, Gloucester, Farmer. April 3. Wintle & Son, Newnham

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 2.
RECEIVING ORDERS.

ATKINSON, CHARLES HIGHAM, Fleet st, Advertising Agent High Court Pet Feb 29 Ord Feb 29
BRANDSLEY, THOMAS, Ilkeston, Derby, Licensed Victualler Derby Pet Feb 27 Ord Feb 27
BOON, JOHN, Reepham, Norfolk, Bootmaker Norwich Pet Feb 29 Ord Feb 29
BROWN, JAMES, Tynemouth, Tailor's Cutter Newcastle on Tyne Pet Feb 27 Ord Feb 27
BROWNE, WALTER, and FRANCIS GEORGE COUSINS, Norwich, Boot Manufacturers Norwich Pet Feb 29 Ord Feb 29
BUCKINGHAM, JOHN, Bodmin, Cornwall, Refreshment house Keeper Truro Pet Feb 29 Ord Feb 29
BURBROUGH, EDWARD PEARSON, Fairfield, nr Liverpool, Team Owner Liverpool Pet Feb 27 Ord Feb 27
CHADWICK, ENOCH, Norton in the Moors, Stafford, Blacksmith Hanley, Burslem, and Tunstall Pet Feb 29 Ord Feb 29
CHAPMAN, WILLIAM, Rayleigh, Essex, Farmer Chelmsford Pet Feb 10 Ord Feb 29
DYBALL, JOHN, address unknown, Farmer Norwich Pet Feb 21 Ord Feb 29
FARTHING, HENRY, Newcastle on Tyne, Furniture Dealer Newcastle on Tyne Pet Feb 29 Ord Feb 29
FINNEY, GEORGE, Liverpool, General Merchant Liverpool Pet Feb 27 Ord Feb 29
FOTHERGILL, JOHN CHARLES, Maindee, nr Newport, Mon, Timber Merchant Newport, Mon Pet Feb 27 Ord Feb 27
GARNER, JOHN, Ruthin, Denbighshire, Builder Chester Pet Feb 27 Ord Feb 27
GUNN, JAMES JOHN, Northallerton, Auctioneer Northallerton Pet Feb 28 Ord Feb 29
HAGUE, CHARLES THOMAS, Hoyland Nether, York, Joiner Barnsley Pet Feb 27 Ord Feb 27
HAYWARD, ROBERT, Bath, Grocer Bath Pet Feb 27 Ord Feb 27
HERSANT, H E, Barnet, Butcher High Court Pet Feb 10 Ord Feb 29
HOLDSWORTH, JOHN, EDWARD TANKARD, ARTHUR TANKARD, and WILLIAM ISAAC WHEATER, Bradford, Yorks, Worsteds Manufacturers Bradford Pet Feb 11 Ord Feb 29
IRWELL, LAWRENCE, address unknown High Court Pet Dec 31 Ord Feb 29
JAMES, ANNE, Fishguard, Pembroke, Innkeeper Pembroke Dock Pet Feb 28 Ord Feb 29
JONES, MARY, East Cowes, IW, Newsagent Newport and Ryde Pet Feb 27 Ord Feb 27
LAMFEN, SAMUEL JOSEPH, Plymouth, Saddler East Stonehouse Pet Feb 27 Ord Feb 27
LEWIS, JOHN, Bristol, Bootmaker Bristol Pet Feb 27 Ord Feb 27
LIGHTFOOT, GEORGE, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 27 Ord Feb 27
MAIN, WILLIAM, Loughborough, Builder Leicester Pet Feb 27 Ord Feb 27
MAXWELL, GEORGE, Wigan, Grocer Wigan Pet Feb 27 Ord Feb 27
MAYOOCK, JAMES, Banbury, Publican Banbury Pet Feb 29 Ord Feb 29
MEHEW, JOHN, Kettering, Saddler Northampton Pet Jan 30 Ord Jan 30
MILLER, EDGAR GEORGE, Cheltenham, Watchmaker Cheltenham Pet Feb 27 Ord Feb 27
MINNER, JOHN, Langar, Nottingham, Licensed Victualler Nottingham Pet Feb 27 Ord Feb 27
PHILLIPS, EDMUND, Gt Easton, Leicester, Builder Leicester Pet Feb 27 Ord Feb 27
RAY, ALFRED JOHN, Dean st, Soho, Carman High Court Pet Feb 27 Ord Feb 27
ROUND, DANIEL, Smethwick, Stafford, Baker Oldbury Pet Feb 1 Ord Feb 27
RUSHTON, Jabez, Linley, Salop, Wheelwright Madeley, Shropshire Pet Feb 27 Ord Feb 27
STYLE, JOHN, Harrow rd, Paddington, Boot Manufacturer High Court Pet Feb 18 Ord Feb 29
SWETING, CHARLES LAWRENCE, Cheltenham, Auctioneer Cheltenham Pet Feb 27 Ord Feb 27
THOMPSON, THOMAS, Aston, Warwickshire, out of business Birmingham Pet Feb 27 Ord Feb 27
TYLER, ALFRED, Melton Mowbray, Painter Leicester Pet Feb 27 Ord Feb 27
WATTHMAN, CHARLES ANTHONY, Oxford, Clerk in Holy Orders Oxford Pet Feb 1 Ord Feb 27
WISDOM, FREDERICK, Langham st, Portland pl High Court Pet Dec 2 Ord Feb 29

FIRST MEETINGS.
ALINGTON, HENRY R. Gt Grimsby, Ballast Agent March 14 at 12 Off Rec, 3, Haven st, Gt Grimsby
ATKINSON, JAMES WILLIAM, Edgbaston, Birmingham, Merchant March 13 at 11 25, Colmore row, Birmingham
BALDWIN, JAMES JOSEPH, Dixon st, Limehouse, Rag Merchant March 9 at 12 3, Carey st, Lincoln's inn
BARBER, WILLIAM, Northampton, House Agent March 13 at 12 County Court, Northampton
BEARDSLEY, THOMAS, Ilkeston, Derby, Licensed Victualler March 9 at 3.30 Flying Horse Hotel, Nottingham
BOON, JOHN, Reepham, Norfolk, Bootmaker March 10 at 12.30 Off Rec, 8, King st, Norwich
BRIDGEMAN, WILLIAM JOSEPH, Victoria rd, Finsbury pk, Contractor March 9 at 2.30 33, Carey st, Lincoln's inn
BROWN, JAMES, Tynemouth, Northumberland, Tailors' Cutter March 12 at 11 Off Rec, Pink lane, Newcastle on Tyne
BROWN, WALTER, and FRANCIS GEORGE COUSINS, Norwich, Boot Manufacturers March 10 at 11 Off Rec, 8, King st, Norwich
CAMPBELL, GEORGE ANTHONY, Batley, Tailor March 9 at 3 Off Rec, Bank chmbrs, Batley
CHAPMAN, FRISCHILLA, Leicester, Boot Manufacturer March 9 at 3 28, Friar lane, Leicester
COLLINS, GEORGE, Maiden Newton, Dorsetshire, Bootmaker March 9 at 1 Off Rec, Salisbury
CROOKS, JOSEPH, Dundee, Chemist March 9 at 12 St James's chmbrs, Derby
DOWSON, CHARLES, Leeds, Bricklayer March 12 at 11 Off Rec, 22, Park row, Leeds
DYBALL, JOHN, address unknown, Farmer March 10 at 11.30 Off Rec, 8, King st, Norwich
FARTHING, HENRY, Newcastle on Tyne, Furniture Dealer March 13 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
FOSTER, EBERNEZER JOHN, Goole, Yorks, Coal Merchant March 9 at 10.45 Lowther Hotel, Goole
FOTHERGILL, JOHN CHARLES, Maindee, nr Newport, Mon, Timber Merchant March 13 at 12 Off Rec, 12, Tredgar pl, Newport, Mon

GARNETT, JAMES, Eccles, nr Manchester, Salesman March 12 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
GATES, HARELY, jun, Fenny Stratford, Buckinghamshire, Publican March 13 at 2 County Court, Northampton
GOULD, EBERNEZER TEMPLE, Eastbourne, Grocer Mar 9 at 1 Bankruptcy bldg, Portugal st, Lincoln's inn
HAYWARD, ROBERT, Bath, Grocer Mar 12 at 12.30 Off Rec, Bank chmbrs, Bristol
HEPWORTH, SAMUEL, Dewsbury, Yorks, Joiner Mar 9 at 4 Off Rec, Bank chmbrs, Batley
JONES, MARY, East Cowes, Newsagent Mar 9 at 12 Chamber of Commerce, 145, Cheapside
KING, THOMAS, Elham, Kent, Licensed Victualler Mar 9 at 2.30 47, St George's st, Canterbury
LEWIS, JOHN, Bristol, Bootmaker Mar 12 at 12 Off Rec, Bank chmbrs, Bristol
LUNDSTROM, JOHANN ALBIN, Gt Grimsby, out of business Mar 9 at 10 Off Rec, Trinity House lane, Hull
MAIN, WILLIAM, Loughborough, Builder Mar 13 at 3 28, Friar lane, Leicester
MAXWELL, GEORGE, Wigan, Grocer Mar 13 at 10.30 Wigan County Court
MEHEW, JOHN, Kettering, Saddler Mar 13 at 3 County Court, Northampton
MILLER, EDGAR GEORGE, Cheltenham, Watchmaker Mar 10 at 3.30 County Court, Cheltenham
NODEN, RALPH, and JOHN NODEN, Market Drayton, Salop, Joiners Mar 10 at 10.30 Corbet Arms Hotel, Market Drayton
PAPE, MATTHEW, Kingston upon Hull, Tailor Mar 9 at 11 Off Rec, Trinity House lane, Hull
PARR, GEORGE JAMES, Liverpool, Ship Broker Mar 13 at 12 Off Rec, 81, Victoria st, Liverpool
PHILLIPS, EDMUND, Gt Easton, Leices, Builder Mar 14 at 4 23, Friar lane, Leicester
PINSON, CHARLES, Bridgetown, nr Cannock, Iron Roller Mar 14 at 11.15 Off Rec, Walsall
PRICE, JOSEPH, Cosgrove, Northamptonshire, Publican Mar 13 at 4 County Court, Northampton
ROACH, WILLIAM, Aberdare, Coal Miner Mar 9 at 3 Off Rec, Merthyr Tydfil
ROOKE, STEPHEN, Barnsley, Yorks, Livery Stable Keeper Mar 13 at 3 Off Rec, Fletree lane, Sheffield
RUSHTON, JABEZ, Linley, Salop, Wheelwright Mar 21 at 11.30 County Court, Madeley
SMITH, RICHARD HENRY, Manchester, Importer of French Plushes Mar 12 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
TANDAM, WILLIAM, Dilham, Norfolk, Grocer Mar 10 at 12 Off Rec, 8, King st, Norwich
THRESH, HENRY, Barnsley, Yorks, Furniture Dealer Mar 13 at 11.30 County Court, Regent st, Barnsley
TRISCOMT, R A, Cockspur st, Charing Cross, Solicitor Mar 9 at 11 Bankruptcy bldg, Portugal st, Lincoln's inn
TWEED, WILLIAM, Old st, St Luke's, Basket Maker Mar 9 at 2.30 Bankruptcy bldg, Portugal st, Lincoln's inn
TYLER, ALFRED, Melton Mowbray, Painter Mar 12 at 3 28, Friar lane, Leicester
WILLMOTT, FREDERICK, Harpenden, Herts, Farmer Mar 13 at 3 Railway Hotel, Harpenden, Herts

ADJUDICATIONS.

ALINGTON, HENRY R., Weelsby, Lincolnshire, Ballast Agent Great Grimsby Pet Dec 29 Ord Feb 27
ALLEY, WILLIAM ADRIAN, Oxford st, Tailor High Court Pet Nov 18 Ord Feb 27
ATKINSON, JAMES WILLIAM, Birmingham, Merchant Birmingham Pet Feb 10 Ord Feb 27
BEARDSLEY, THOMAS, Ilkeston, Derbyshire, Licensed Victualler Derby Pet Feb 27 Ord Feb 27
BEET, JOHN, Bingham, Nottinghamshire, Clothier Nottingham Pet Feb 24 Ord Feb 27
BENSON, FREDERICK WILLIAM, Cheltenham, Tailor Cheltenham Pet Feb 30 Ord Feb 24
BOWEN, ROBERT, Shouldham, Norfolk, Butcher King's Lynn Pet Feb 22 Ord Feb 27
BRIDGEMAN, WILLIAM JOSEPH, Victoria rd, Finsbury pk, Contractor High Court Pet Jan 12 Ord Feb 27
CAMPELL, GEORGE ANTHONY, Batley, Yorks, Tailor Dewsbury Pet Feb 6 Ord Feb 29
CROSE, MARY, address unknown, Widow High Court Pet Dec 21 Ord Feb 27
DAVIES, RICHARD, Aberdovey, Merionethshire, Draper Aberystwith Pet Feb 27 Ord Feb 29
DYKES, EDWARD, Diss, Norfolk, Cooper Ipswich Pet Feb 24 Ord Feb 24
ELMENHOBST, BERNARD AUGUSTUS, Lime st, Commission Agent High Court Pet Dec 29 Ord Feb 27
FARTHING, HENRY, Newcastle on Tyne, Furniture Dealer Newcastle on Tyne Pet Feb 28 Ord Feb 28
GARNER, JOHN, Llanfair, nr Ruthin, Builder Chester Pet Feb 27 Ord Feb 27
GUNN, JAMES JOHN, Northallerton, Auctioneer Northallerton Pet Feb 28 Ord Feb 29
HAGUE, CHARLES THOMAS, Hoyland Nether, Yorks, Joiner Barnsley Pet Feb 27 Ord Feb 29
HASLAM, JOHN WHITTAKER, Sheffield, Grocer Sheffield Pet Feb 7 Ord Feb 29
HEPWORTH, SAMUEL, Dewsbury, Yorks, Joiner Dewsbury Pet Feb 25 Ord Feb 27
HOLT, FREDERICK, Devonport, Pianoforte Seller East Stonehouse Pet Feb 14 Ord Feb 29
HOULSTON, WALTER, Barrow in Furness, Draper Ulverston and Barrow in Furness Pet Jan 17 Ord Feb 29
HOWARD, DANIEL, Hemel Hempstead, Hertford, Grocer St Albans Pet Feb 14 Ord Feb 28
KING, THOMAS, Elham, Kent, Licensed Victualler Canterbury Pet Feb 25 Ord Feb 25
LANE, LANCELOT, Kenninghall, Norfolk, Solicitor Norwich Pet Feb 7 Ord Feb 27
LEWIS, GEORGE, Kingston on Thames, Watchmaker Kingston, Surrey Pet Feb 24 Ord Feb 29
LEWIS, JOHN, Bristol, Bootmaker Bristol Pet Feb 27 Ord Feb 27
LIGHTFOOT, GEORGE, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 27 Ord Feb 27
MAYOOCK, JAMES, Banbury, Oxford, Publican Banbury Pet Feb 29 Ord Feb 29
MEHEW, JOHN, Kettering, Saddler Northampton Pet Jan 30 Ord Feb 28
MILLER, EDGAR GEORGE, Cheltenham, Watchmaker Cheltenham Pet Feb 27 Ord Feb 27
OLDHAM, JUANITA ALVAREZ, Palace rd, East Molesey, Teadher of Music Kingston, Surrey Pet Feb 15 Ord Feb 29
PAPE, MATTHEW, Kingston upon Hull, Tailor Kingston upon Hull Pet Feb 20 Ord Feb 28
REAYELL, JOSEPH, Worthing, Bootmaker Brighton Pet Feb 17 Ord Feb 27
RUSHTON, JABEZ, Linley, Salop, Wheelwright Madeley, Shropshire Pet Feb 27 Ord Feb 27

SCAMMELS, WILLIAM JAMES, Blaina, Mon, Boot Dealer Tredegar Pet Feb 24 Ord Feb 28
 SHUTT, JOHN, Penkridge, Stafford, Farmer Wolverhampton Pet Feb 16 Ord Feb 23
 SIMS, HENRY, Trowbridge, Wilts, Music Seller Bath Pet Jan 26 Ord Feb 29
 SMITH, SELINA ANN, Farnham St Martin, Suffolk, Farmer Bury St Edmunds Pet Dec 24 Ord Dec 28
 SMITH, WALTER JOHN, Twemlow ter, London fields, Boot Manufacturer High Court Pet Feb 13 Ord Dec 28
 SOUTHEY, SAMUEL, Manchester, Jeweller Manchester Pet Feb 4 Ord Feb 29
 THOMPSON, THOMAS, Aston, Warwick, out of business Birmingham Pet Feb 27 Ord Feb 28
 TURNER, EDWIN WHEALE, Aston juxta Birmingham, Butcher's Manager Birmingham Pet Feb 24 Ord Feb 28
 TYLER, ALFRED, Melton Mowbray, Painter Leicester Pet Feb 25 Ord Feb 27
 WALDER, HERBERT, Hastings, Grocer Tunbridge Wells Pet Feb 20 Ord Feb 27
 WARD, SQUIRE, Bradford, Draper Bradford Pet Feb 14 Ord Feb 29
 WATERS, SAM, Jun, Grant rd, Clapham Junction, Commercial Traveller Wandsworth Pet Feb 21 Ord Feb 27
 WILLMOTT, FREDERICK, Harpenden, Farmer St Albans Pet Feb 21 Ord Feb 28
 The following amended notice is substituted for that published in the London Gazette of Feb 25.
 BURTON, ALEXANDER, Radcliffe, Lancashire, Stonemason Bolton Pet Feb 23 Ord Feb 23

London Gazette.—TUESDAY, March 6.

RECEIVING ORDERS.

AKERBOYD, JAMES, Preston Stationer. Preston Pet March 1 Ord March 1
 ALBERTON, ARTHUR, Barbourne, Worcester, Grocer Worcester Pet March 3 Ord March 3
 BARBER, ROBERT YORK, and JOHN WILLIAM HAWLEY, Leicester, out of business Leicester Pet March 2 Ord March 3
 BARTLEY, JOSEPH, Chorley, Lancs, Draper Bolton Pet March 2 Ord March 2
 BRACEWELL, WILLIAM, Bradford, Yorks, Cab Proprietor Bradford Pet March 1 Ord March 1
 BRITTLEBANK, HARRY, Sheffield, Printer Sheffield Pet March 2 Ord March 2
 BROOKS, WILLIAM, Manchester, Cabinet Maker Manchester Pet March 1 Ord March 1
 BUXTON, SAMUEL, Needham, Norfolk, Painter Ipswich Pet Feb 28 Ord Feb 29
 CAMPBELL, MARY, St Leonard's on Sea, Widow Hastings Pet Feb 16 Ord March 1
 COOK, THOMAS, Worcester, Horse Dealer Worcester Pet March 3 Ord March 3
 COOPER, SEPTIMIUS, Piccadilly, Ivory Brush Manufacturer High Court Pet Feb 29 Ord March 1
 DIXON, HEDLEY, and JAMES ROBINSON, Leeds, Cloth Manufacturers Leeds Pet March 3 Ord March 3
 EDWARDS, EMMA ELIZA, and GEORGE EDWARDS, High st, Camden Town, Contractors High Court Pet Mar 1 Ord Mar 1
 EGGSTAFF, EDWIN HERBERT, Chepstow, Mon, Quarry Master Newport, Mon Pet Mar 3 Ord Mar 3
 FRASER, GEORGE, Waitoner grdns, Battersea park, Gardener Wandsworth Pet Feb 29 Ord Feb 29
 GRADY, JOHN, Birmingham, Japanner Birmingham Pet Mar 1 Ord Mar 1
 HARKER, JANE, Darlington, Grocer Stockton on Tees and Middlesborough Pet Mar 1 Ord Mar 1
 HARRIS HENRY BARTLEY, Stockport, Mantle Manufacturer Stockport Pet Mar 3 Ord Mar 3
 HOWARTH, SAMUEL, Pendlebury, Lancs, Joiner Salford Pet Mar 2 Ord Mar 2
 HOWE, WILLIAM JENKIN, Swansea, Saddler Swansea Pet Feb 18 Ord Feb 29
 ILETT, EDWARD ALFRED, Chatteris, Cambs, Commission Agent Peterborough Pet Feb 21 Ord Mar 3
 JOHNSON, HERBERT SAYER, Evesham, Worcestershire, Painter Worcester Pet Mar 1 Ord Mar 3
 KAY, JOHN, Wigan, Provision Dealer Wigan Pet Mar 1 Ord Mar 1
 KEYNES, JANE, Dorchester, Baker Dorchester Pet Mar 1 Ord Mar 1
 MALCOLM, JOHN HENRY CHARLES MENDAL, Tyldesley, Lancashire, Ironfounder Bolton Pet Feb 25 Ord March 1
 MARESDEN, FRANKS EMMETT, Elland, Yorks, Woollen Manufacturer Halifax Pet March 3 Ord March 3
 MEAKIN, SAMUEL, Belper, no occupation Derby Pet March 2 Ord March 2
 NICHOLLS, JAMES, Barton in the Clay, Bedfordshire, out of business Luton Pet March 1 Ord March 1
 PEARCE, ALFRED, Rye lane, Peckham High Court Pet Feb 5 Ord March 2
 PEARCE, ALFRED, Hampstead rd, Baker High Court Pet March 1 Ord March 1
 RANDALL, HENRY WILLIAM, Maidstone, Boot Manufacturer Maidstone Pet March 2 Ord March 2
 REYNOLDS, JOSEPH, Rothwell, Northamptonshire, Baker Northampton Pet March 1 Ord March 1
 ROWSE, EBENEZER EDWARD, Swansea, Journalist Swansea Pet March 3 Ord March 3
 SNEAD, RALPH ALFRED, Newington Butts, Bootmaker High Court Pet March 2 Ord March 2
 SPIERS, HENRY, Banbury, Innkeeper Banbury Pet Feb 23 Ord March 3
 STEPHENS, WILLIAM, Highnam, Gloucestershire, out of business Gloucester Pet March 1 Ord March 1
 TAPLETT, JAMES, Crabs Cross, nr Redditch, Commission Agent Warwick Pet March 1 Ord March 1
 THOMPSON, WILLIAM GRANT, Shipley, Yorks, Photographer Bradford Pet March 1 Ord March 1
 TOWNSEND, HENRY, sen, Bon Marché, West Kensington, Draper High Court Pet Jan 20 Ord Mar 1
 TRUSCOTT, GEORGE, Goldney pl, Goldney rd, Harrow rd, Mason High Court Pet Jan 27 Ord Mar 1
 WALKER, THOMAS, Blackpool, Plasterer Preston Pet Mar 2 Ord Mar 2
 WOLSTENHOLME, JOHN HANCOCK, Abergelle, Denbighshire, Surgeon Bangor Pet Mar 1 Ord Mar 1
 The following amended notice is substituted for that published in the London Gazette of Mar 4.

FINNEY, GEORGE, Anfield, nr Liverpool, Wine Merchant Liverpool Pet Feb 27 Ord Feb 27

FIRST MEETINGS.

AKERBOYD, JAMES, Preston, Stationer March 14 at 3 Off Rec, 14, Chapel st, Preston
 ALBERTON, ARTHUR, Worcester, Grocer March 17 at 11 Off Rec, Worcester
 BALL, JOHN, sen, Kennington cross, Leather Merchant March 13 at 12 Bankruptcy bldgs, Lincoln's inn

BARTLEY, JOSEPH, Chorley, Lancashire, Draper March 16 at 11 16, Wood st, Bolton
 BEET, JOHN, Bingham, Nottinghamshire, Clothier March 13 at 11 Off Rec, 1, High pavement, Nottingham
 BRACEWELL, WILLIAM, Bradford, Yorks, Cab Proprietor March 14 at 12 Off Rec, 31, Manor row, Bradford
 BUCKINGHAM, JOHN, Bridestowe, Devon, Refreshment house keeper March 13 at 12 Off Rec, Boscawen st, Truro
 BUXTON, SAMUEL, Needham, Norfolk, Painter March 13 at 12.15 Off Rec, 2, Westgate st, Ipswich
 CHADWICK, ENOCH, Fogg Hayes, nr Tunstall, Blacksmith March 22 at 10 Off Rec, Newcastle under Lyne
 COOK, THOMAS, Worcester, Horse Dealer March 17 at 11 Off Rec, Worcester
 COOPER, FREDERICK EDWARD CHARLES, Cornwall rd, Bayswater, no occupation March 13 at 2.30 33, Carey st, Lincoln's inn
 COOPER, JOHN, Borough High st, Licensed Victualler March 13 at 11 33, Carey st, Lincoln's inn
 COSSETICK, GEORGE FREDERICK, Hove, Sussex, Lodging house Keeper March 13 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 DAVIES, RICHARD, Aberdovey, Merionethshire, Draper March 15 at 1 Townhall, Aberystwith
 FLOODS, FREDERICK MORRIS, Merthyr Tydfil, Grocer March 14 at 12 Off Rec, Merthyr Tydfil
 FOLDEN, GEORGE HAMMOND, Old Kent rd, Tallor Mar 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 FROGATT, THOMAS FREDERICK, Sheffield, Optician March 14 at 10.30 Off Rec, Figtree lane, Sheffield
 GARBETT, JAMES PHILIP, Cobham rd, Barking, Builder March 14 at 2.30 33, Carey st, Lincoln's inn
 GROBERT, FREDERICK A., Wilton rd, Victoria stn, Jeweller March 14 at 11 33, Carey st, Lincoln's inn
 HAGUE, CHARLES THOMAS, Hayland Nether, Yorks, Joiner March 15 at 10 Off Rec, 3, Back Regent st, Barnsley
 HARRISON, CHARLES, Dalston lane, Licensed Victualler March 13 at 12 33, Carey st, Lincoln's inn
 HARRISON, MARIA, Dalston lane, Widow March 13 at 12 33, Carey st, Lincoln's inn
 HAY, JOHN, Mansford st, Hackney rd, Publican March 14 at 12 33, Carey st, Lincoln's inn
 HICKMAN, JOSHUA, and JAVAN GREENWAY, Kingswinford, Staffs, Royalty Masters Mar 13 at 10.30 Off Rec, Dudley
 HOOKER, STEPHEN J, Lewisham, Clerk Mar 13 at 12 109, Victoria st, Westminster
 HOWE, WILLIAM JENKIN, Swansea, Saddler Mar 14 at 1 Wellington Hotel, Gloucester
 JOHNSON, HERBERT SAYER, Evesham, Worcestershire, Painter Mar 16 at 11 Off Rec, Worcester
 JONES, DAVID KENT, Deri, Glamorganshire, Surgeon Mar 14 at 3 Off Rec, Merthyr Tydfil
 KAY, JOHN, Wigan, Provision Dealer Mar 13 at 10 Wigan County Court
 KEYNES, JANE, Dorchester, Baker Mar 15 at 11 Antelope Hotel, Dorchester
 KIRSCH, PETER, Langham st, Tailor Mar 14 at 11 33, Carey st, Lincoln's inn
 MALCOLM, JOHN HENRY CHARLES MENDAL, Tyldesley, Lancs, Ironfounder Mar 21 at 11 16, Wood st, Bolton
 MATHERS, JOSEPH, Leeds, Cloth Manufacturer Mar 13 at 2 Off Rec, 22, Park row, Leeds
 MCMASTER, JAMES, and WILLIAM JOHN MCMASTER, St Swithin's lane, Warehousemen Mar 15 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 MEAKIN, SAMUEL, Belper, no occupation Mar 16 at 3 Off Rec, St James's chambers, Derby
 MILLER, JULIUS SAMUEL, Bell yard, Fleet st. Mar 13 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 MILNER, JOHN, Langar, Notts, Licensed Victualler Mar 13 at 12 Off Rec, 1, High pavement, Nottingham
 MORLEY, JOHN LESLIE, Bensham lane, Croydon, Wood Broker Mar 13 at 3 109, Victoria st, Westminster
 MUNSEY, ROBERT WEST, Aytoun rd, Stockwell, Commercial Traveller Mar 13 at 2.30 33, Carey st, Lincoln's inn
 MURRAY, DAVID ALEXANDER, Sunderland, Grocer Mar 13 at 2.30 Off Rec, 21, Fawcett st, Sunderland
 PLUSH, ROBERT, Kingsland rd, Restaurant Keeper Mar 14 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 POLLARD, ARTHUR, Derby, rd, South Hackney, Oilman Mar 15 at 12 33, Carey st, Lincoln's inn
 PRIMAVESI, ANTONIO CARLO, Reading, Watchmaker Mar 14 at 3 109, Victoria st, Westminster
 RANDALL, HENRY WILLIAM, Maidstone, Bootmaker Mar 16 at 3 Off Rec, Week st, Maidstone
 SMITH, WALTER JOHN, Twemlow terr, London fields, Bootmaker Mar 15 at 11 33, Carey st, Lincoln's inn
 STEPHENS, WILLIAM, Highnam, Gloucestershire, out of business Mar 13 at 3 Off Rec, Gloucester
 THOMPSON, WILLIAM GRANT, Shipley, Yorks, Photographer Mar 14 at 11 Off Rec, 31, Manor row, Bradford
 TOWNSEND, HENRY, sen, Bon Marché, West Kensington, Draper Mar 13 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WALSH, JOHN, Falcon rd, Battersea, Provision Dealer Mar 16 at 3 109, Victoria st, Westminster
 WATERS, SAMUEL, Jun, Grant rd, Clapham Junction, Commercial Traveller Mar 16 at 12 109, Victoria st, Westminster
 WEBB, G. H., Scylla terr, Scylla rd, Peckham rye, Builder Mar 15 at 12 33, Carey st, Lincoln's inn

ADJUDICATIONS.

AKERBOYD, JAMES, Preston, Stationer Preston Pet March 1 Ord March 1
 BARNES, SAMUEL HICKS, Falcon sq, Gum Ticket Manufacturer High Court Pet Feb 7 Ord March 2
 BARTLEY, JOSEPH, Chorley, Lancs, Draper Bolton Pet March 2 Ord March 3
 BOON, JOHN, Reepham, Norfolk, Bootmaker Norwich Pet Feb 29 Ord March 1
 BRACEWELL, WILLIAM, Bradford, Cab Proprietor Bradford Pet March 1 Ord March 1
 BRITTLEBANK, HARRY, Sheffield, Printer Sheffield Pet March 2 Ord March 2
 BROOKS, WILLIAM, Manchester, Cabinet Maker Manchester Pet March 1 Ord March 1
 BROWN, JAMES, Tynemouth, Tailor's Cutter Newcastle on Tyne Pet Feb 27 Ord March 1
 BROWNE, WALTER, and FRANCIS GEORGE COUSINS, Norwich, Boot Manufacturers Nov 28 Pet Feb 28 Ord Feb 29
 BUCKINGHAM, JOHN, Bodmin, Cornwall, Refreshment house keeper Truro Pet Feb 28 Ord March 1
 BUXTON, SAMUEL, Needham, Norfolk, Painter Ipswich Pet Feb 28 Ord Feb 29

CARRIS, HENRY BARTLEY, Stockport, Mantle Manufacturer Stockport Pet March 3 Ord March 3
 CHADWICK, ENOCH, Flegg Hayes, nr Tunstall, Blacksmith Hanley, Burslem, and Tunstall Pet Feb 28 Ord March 2
 CROCKER, JOHN WILLIAM, Compton Gifford, Devon, Builder East Stonehouse Pet Feb 29 Ord March 22
 CUFF, WILLIAM ALBERT HILLIER, Parkstone, Dorsetshire, Organist Poole Pet Feb 16 Ord March 1
 DALTON, GEORGE GRUBE, Linthorpe, Yorks, Brick Manufacturer Stockton on Tees and Middlesborough Pet Feb 11 Ord Feb 29
 DIXON, HEDLEY, and JAMES ROBINSON, Leeds Woollen Cloth Manufacturers Leeds Pet March 3 Ord March 3
 EGGLESTAFF, EDWIN HERBERT, Chepstow, Quarry Master Newport, Mon Pet March 2 Ord March 3
 GOULD, HERBERT WILLIAM, Weymouth, Provision Dealer Dorchester Pet Feb 17 Ord March 3
 HARDYBOTTLE, WALTER, Burns, Yorks, Farmer York Pet Feb 15 Ord March 2
 HARKER, JAMES, Darlington, Grocer Stockton on Tees and Middlesborough Pet March 1 Ord March 1
 HEDLEY, ROBERT, Bishop Auckland, Draper Durham Pet Feb 11 Ord Feb 28
 HOWARTH, SAMUEL, Swinton, Lancs, Joiner Salford Pet March 2 Ord March 2
 HOWE, WILLIAM JEWKIN, Swansea, Saddler Swansea Pet Feb 18 Ord Feb 29
 JACKSON, BETSY, Nottingham, Dressmaker Nottingham Pet Feb 23 Ord Feb 29
 JAMES, ARTHUR, Fishguard, Pembroke, Innkeeper Pembroke Dock Pet Feb 27 Ord March 1
 KAY, JOHN, Wigan, Provision Dealer Wigan Pet March 1 Ord March 1
 KEYNES, JANE, Dorchester, Baker Dorchester Pet March 1 Ord March 1
 MALCOLM, JOHN HENRY CHARLES MENDAL, Tyldesley, Lancs, Ironfounder Bolton Pet Feb 24 Ord March 1
 MARCUS, HARRIS, Fleetwood, Ind, rubber Manufacturer Preston Pet Feb 13 Ord March 1
 MAXWELL, GEORGE, Wigan, Grocer Wigan Pet Feb 27 Ord March 1
 MEAKIN, SAMUEL, Belper, no occupation Derby Pet March 2 Ord March 2
 MILNER, JOHN, Langar, Notts, Licensed Victualler Nottingham Pet Feb 27 Ord Feb 29
 MOOR, GEORGE WILLIAM PAGE, Lincoln's inn fields, Solicitor High Court Pet Dec 27 Ord Mar 2
 NEWTON, JOHN, and HERBERT WALTER IDLE, Clapham, Builders Wandsworth Pet Oct 29 Ord Feb 20
 NICHOLLS, JAMES, Barton in the Clay, Beds, out of business Luton Pet Mar 1 Ord Mar 1
 NODEN, RALPH, and JOHN NODEN, Market Drayton, Salop, Joiners Nantwich and Crews Pet Feb 22 Ord Feb 29
 PEARCE, ALFRED, Hampstead rd, Baker High Court Pet Mar 1 Ord Mar 1
 RANDALL, HENRY WILLIAM, Maidstone, Bootmaker Maidstone Pet Mar 2 Ord Mar 2
 REYNOLDS, JOSEPH, Rothwell, Northamptonshire, Baker Northampton Pet Mar 1 Ord Mar 1
 SANDERS, ARTHUR, Stansted Mountfitchett, Essex, Builder Hertford Pet Jan 31 Ord Feb 29
 SPINK, HENRY JOHN, Gt James st, Bedford row, Clerk High Court Pet Oct 27 Ord March 2
 STEPHENS, WILLIAM, Highnam, Gloucester, out of business Gloucester Pet March 1 Ord March 3
 THOMPSON, WILLIAM GRANT, Shipley, Yorks, Photographer Bradford Pet March 1 Ord March 1
 WALKER, THOMAS, Blackpool, Plasterer Preston Pet March 2 Ord March 2

WILSON, WILLIAM JAMES, Kingston upon Hull, Painter Kingston upon Hull Pet March 3 Ord March 3
 WOLSTENHOLME, JOHN HANCOCK, Abergale, Denbigh, Surgeon Bangor Pet Feb 29 Ord March 1

SALES OF ENSUING WEEK.

March 14.—Messrs. EDWIN FOX & BOURFIELD, at the Mart, at 2 p.m., Freehold Estates and Shares (see advertisement, Feb. 25, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

WILLIS.—March 2, at Shooter's-hill-road, the wife of E. Cooper Willis, Q.C., of a daughter.

DEATH.

CARRICK.—March 3, at Hawkshurst, Kent, William John Carrick, solicitor, of Wigton, Cumberland, aged 88.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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PRUDENTIAL ASSURANCE COMPANY, LIMITED, HOLBORN BARS, LONDON.

EXTRACTS FROM THE THIRTY-NINTH ANNUAL REPORT,

For the Year ending 31st December, 1887.

THE DIRECTORS have much pleasure in presenting their Report and Accounts for the year 1887. The total assets of the Company have been raised from £6,811,954 to £7,867,103, being an increase of £1,055,149 during the year.

ORDINARY BRANCH.

The number of policies issued during the year was 37,450, assuring the sum of £3,903,635, and producing a New Annual Premium Income of £192,109.

The Premiums received during the year were £535,131, being an increase of £138,191 over the year 1886.

The claims of the year amounted to £158,257. The number of deaths was 1,071, and 39 Endowment Assurances matured.

The number of Policies in force was 115,451.

INDUSTRIAL BRANCH.

The Premiums received during the year were £3,058,501, being an increase of £147,206.

The Claims of the year amounted to £1,204,823. The number of Deaths was 142,665.

The revision of the Tables of the Industrial Branch (in all cases in favour of the Assured), which was alluded to last year, has been much appreciated by the Policy-holders. The effect has been to add more than £30,000 to the amount paid in the year for Claims, owing to the increased benefits thus afforded.

The number of Policies in force was 7,599,554, including 89,232 Free Policies.

THOS. C. DEWEY,
WILLIAM HUGHES, } *Managers.*

W. J. LANCASTER, *Secretary.*

UNIVERSITY OF LONDON.

NOTICE IS HEREBY GIVEN, That on WEDNESDAY, 25TH OF APRIL NEXT, the Senate will proceed to ELECT EXAMINERS in the following departments:—

Examinerships. ARTS AND SCIENCE.	Salaries. (Each.)	Present Examiners.	Examinerships. LAW.	Salaries. (Each.)	Present Examiners.
Two in Latin - - - -	£180	{ Prof. R. Y. Tyrrell, D.Lit., LL.D., M.A. Prof. A. S. Wilkins, Litt.D., LL.D., M.A. Rev. H. A. Holden, LL.D., M.A. Rev. William Wayte, M.A. Prof. Edward Arber, F.S.A. Henry Craik, Esq., C.B., LL.D., M.A. Rev. P. H. E. Brette, B.D., B.A. Amédée Esclaugon, Esq. Prof. C. A. Buchheim, Ph.D. Herman Hager, Esq., Ph.D.	Two in Jurisprudence, Roman Law, Principles of Legislation, and International Law - - -	£100	{ Prof. E. C. Clark, LL.D., M.A. J. B. Moyle, Esq., M.A., B.C.L.
Two in Greek - - - -	120		Two in Equity and Real and Per- sonal Property - - -	50	{ Leonard Field, Esq., B.A. Vacant.
Two in The English Language, Lite- rature, and History - - -	180		Two in Common Law and Law and Principles of Evidence - -	50	{ L. M. Aspland, Esq., LL.D., M.A., Q.C. Lumley Smith, Esq., M.A., Q.C.
Two in The French Language and Literature - - - -	110		Two in Constitutional History of England - - - -	25	{ Henry E. Malden, Esq., M.A. Prof. T. E. Scrutton, M.A., LL.B.
Two in The German Language and Literature - - - -	80				
Two in The Hebrew Text of the Old Testament, the Greek Text of the New Testament, the Evidences of the Christian Religion, and Scrip- ture History - - - -	50	{ Rev. C. H. H. Wright, D.D., Ph.D., M.A. Vacant.			
Two in Mental and Moral Science -	120	{ Prof. Robert Adamson, LL.D., M.A. Vacant.	Two in Medicine - - - -	150	{ William Cayley, Esq., M.D. Prof. F. T. Roberts, M.D., B.Sc.
Two in Political Economy - - -	30	{ Prof. J. S. Nicholson, D.Sc., M.A. Vacant.	Two in Surgery - - - -	150	{ W. Marrant Baker, Esq. Prof. Christopher Heath.
Two in Mathematics and Natural Philosophy - - - -	200	{ Prof. M. J. M. Hill, M.A. Vacant.	Two in Anatomy - - - -	150	{ Prof. John Curnow, M.D. Vacant.
Two in Experimental Philosophy -	180	{ R. T. Glazebrook, Esq., M.A., F.R.S. Vacant.	Two in Physiology - - - -	120	{ Prof. E. A. Schäfer, F.R.S. Vacant.
Two in Chemistry - - - -	240	{ Prof. J. Emerson Reynolds, M.D., F.R.S. Prof. W. A. Tilden, D.Sc., F.R.S. Prof. F. Orpen Bower, D.Sc., M.A. Vacant.	Two in Obstetric Medicine - - -	75	{ F. H. Champneys, Esq., M.A., M.B. Prof. John Williams, M.D.
Two in Botany and Vegetable Physi- ology - - - -	120	{ Prof. E. Ray Lankester, LL.D., F.R.S. Adam Sedgwick, Esq., M.A., F.R.S. Rev. Prof. T. G. Bonney, D.Sc., F.R.S. Prof. W. Boyd Dawkins, M.A., F.R.S.	Two in Materia Medica and Pharma- ceutical Chemistry - - -	100	{ J. Mitchell Bruce, Esq., M.D., M.A. Vacant.
Two in Comparative Anatomy and Zoology - - - -	120		Two in Forensic Medicine - - -	50	{ Prof. G. V. Poore, M.D., B.S. Thomas Stevenson, Esq., M.D.
Two in Geology and Palaeontology -	75		Two in Music - - - -	50	{ William Pole, Esq., Mus.Doc., F.R.S. John Stainer, Esq., Mus.Doc., M.A.

The Examiners above named are re-eligible, and intend to offer themselves for re-election. Candidates must send in their names to the Registrar, with any attestation of their qualifications they may think desirable, on or before TUESDAY, March 27th. It is particularly desired by the Senate that no personal application of any kind be made to its individual Members.

University of London, Burlington Gardens, W.,
March 6th, 1888.

By order of the Senate,
ARTHUR MILMAN, M.A.,
Registrar.

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